

AGENDA

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY CITY OF CRESCENT CITY COUNTY OF DEL NORTE STATE OF CALIFORNIA

**Board of Supervisors Chambers
Flynn Center 981 H Street
Crescent City, CA**

Regular Session

Tuesday, December 11, 2012

3:30 PM

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The Solid Waste Management Authority of the City of Crescent City and the County of Del Norte, State of California, is now meeting in Regular Session. Only those items that indicate a specific time will be heard at the assigned time. All items may be taken out of sequence to accommodate public and staff availability.
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All documents referred to in this agenda are available at the Office of the Del Norte Solid Waste Management Authority at 1700 State Street in Crescent City, between the hours of 8AM and 5PM Monday through Friday OR online at www.recycledelnorte.ca.gov
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For more information call 465-1100 or email dnswwma@recycledelnorte.ca.gov

3:30 PM CALL MEETING TO ORDER

PLEASE NOTE: The Board will hold closed Sessions (if scheduled and necessary) at the end of the open portion of the meeting.

PUBLIC COMMENTS:

3:30 PM ANY MEMBER OF THE PUBLIC MAY ADDRESS THE SOLID WASTE MANAGEMENT AUTHORITY ON ANY MATTER ON OR OFF THE AGENDA. After receiving recognition from the Chair, please give your name and address for the record. Comments will be limited to three minutes.

1. REPORT FROM THE SOLID WASTE TASK FORCE

2. CONSENT AGENDA

- 2.1 Approve minutes, Regular Session, Tuesday October 23, 2012 **

END CONSENT AGENDA

3. DIRECTORS REPORT

The following agenda items are provided for information only

- 3.1 Claims approved by Director for October 2012 **
- 3.2 Monthly Cash and Charge Reports for October 2012 **
- 3.3 Revenue Comparisons between FY11/12 and FY12/13 **
- 3.4 Treasurer/Controller Report for October 2012 **
- 3.5 Treasurer/Controller Report for June 2012 and pending audit for Fiscal Year 2011/2012 being prepared by Smith and Newell, Certified Public Accountants. **
- 3.6 Final Request for Proposals and Addendum #1, for Professional Services for the Crescent City Landfill. **

END DIRECTORS REPORT

DISCUSSION/ACTION ITEMS

4. LANDFILL POSTCLOSURE - NO AGENDA ITEMS

5. COLLECTIONS FRANCHISE - NO AGENDA ITEMS

6. TRANSFER STATION

- 6.1 Discussion and possible action regarding the status of the Transfer Station Operations Contract with Hambro/Waste Solutions Group. **

7. GENERAL SOLID WASTE AUTHORITY MATTERS

- 7.1 Discussion and possible action regarding the pending expiration, December 31, 2012, of the 10 member Board formed by the Third Amendment to the Joint Powers Agreement between the City of Crescent City and County of Del Norte creating the Del Norte Solid Waste Management Authority. **

- 7.2 Discussion and possible action regarding code enforcement payment options. **

8. ABANDONED VEHICLE ABATEMENT AUTHORITY

- 8.1 Discussion and possible action regarding approval to release a Request for Proposals for the selection of a new AVA tow contractor. **

**** Asterisk next to Agenda Item indicates an associated attachment**

Kevin Hendrick

From: Ocean World [oceanworldca@earthlink.net]
Sent: Monday, November 05, 2012 2:09 PM
To: Vicki Dickey; David Finigan; Andy Larson; Patricia Black; Wes Nunn; Joel Wallen; Gerry Hemmingsen; Ray Martell; Dave Mason; Brad Cass; Ray Martell; Karen Sanders; Mary Wilson; Ralph Dickey
Cc: Kevin Hendricks; Tedd Ward
Subject: agenda 11-8-12 LTF meeting
Attachments: 121004 LTF Minutes Draft.doc

DEL NORTE SOLID WASTE TASK FORCE

AGENDA

Thursday, 530-7:30 p.m.

November 8th, 2012

Ocean View Inn

270 Hwy 101 South

Crescent City, CA

The Del Norte Solid Waste Task Force is now meeting in Regular Session. Only those items that indicate a specific time will be heard at the assigned time. All other items may be taken out of sequence to accommodate public and staff availability.

ITEMS FOR DISCUSSION

1. Call to order
2. Discussion and possible action regarding LTF meeting minutes of 10-4-12 **
3. Public comments
4. Discussion of potential impact of closure of Resource Recovery Park and Eco Store on Del Norte County diversion goal
5. Discussion of long term sustainability of Solid Waste Authority
6. Discussion and possible action regarding items of interest or of concern to the Del Norte Solid Waste Task Force
7. Adjournment

NORTE SOLID WASTE MANAGEMENT AUTHORITY

MINUTES

October 23, 2012

3:30 P.M.

Del Norte County Board of Supervisors Chambers

PRESENT: Chair Gerry Hemmingsen
Vice Chair Rich Enea
Commissioner Mike Sullivan
Commissioner Kathryn Murray
Commissioner Rick Holley
Commissioner Leslie McNamer
Commissioner Kelly Schellong
Commissioner Donna Westfall
Commissioner Martha McClure
Commissioner David Finigan

Legal Counsel Martha Rice
Director Kevin Hendrick
Program Manager Tedd Ward
Treasurer/Controller Richard Taylor

ALSO PRESENT: Erik Weir, City of Crescent City
Tom Sparrow and Sherrie Phillips, Recology Del Norte
Wes White & Joel Wallen, Hambro/WSG
Mary Wilson, Del Norte Solid Waste Task Force Chair
Jordan Kekry, Julindra Recycling
Kirk Sparks, Eco-Nutrients

The meeting was called to order by Vice Chair Enea at the hour of 3:34 P.M.,
with all parties present as heretofore designated.

PUBLIC COMMENTS:

The Chair called for public comments. The following people addressed the
Board: Richard Miles regarding City and County Ordinances.

Chair Closed Public Comment at 3:37 P.M.

DEL NORTE SOLID WASTE TASK FORCE - 200101

Mary Wilson addressed the Board regarding the recent activities of the Del Norte Solid Waste Task Force. She reported that the 2010 Five Year review was completed, but had not yet been mailed to CalRecycle. Richard Miles also addressed the Board.

CONSENT AGENDA

Minutes, Regular Session, Tuesday September 25, 2012

Approval of Budget Transfer in the Amount \$10,000 from Full Time Payroll to Temporary Employees.

Chair opened the floor for public comment, and none were made. Commissioner Schellong commented that more detail about what Commissioners said on agenda items would potentially be helpful.

On a motion by Commissioner Hemmingsen, seconded by Commissioner McClure by a unanimous polled vote, the Consent Agenda was approved.

END OF CONSENT AGENDA

DIRECTOR'S REPORT

Director Hendrick discussed the following topics within the Director's report:

- Claims approved by Director for September 2012
- Monthly Cash and Charge Reports for September 2012
- Revenue Comparisons between FY11/12 and FY12/13
- Treasurer/Controller Report for September 2012

Commissioners Hemmingsen, Schellong, and Holley asked questions regarding the revenue comparisons.

END DIRECTORS REPORT

DISCUSSION / ACTION ITEMS

LANDFILL POSTCLOSURE: NO AGENDA ITEMS

COLLECTIONS FRANCHISE: NO AGENDA ITEMS

TRANSFER STATION

Hambro Group President Wes White addressed the Board, providing a historical overview of the Hambro Group, Snoozie Shavings, Eco-Nutrients, Hambro/WSG, and Resource Recovery Solutions. They are currently dissolving all particle board operations, and are considering options for re-purposing some of the equipment that had been used in particle board production. They are looking to sell Snoozie and Eco-Nutrients, and Resource Recovery Solutions will soon be dissolved. Mr. White verbally assured the Board that Hambro/WSG intends on continuing to perform as required under the transfer station operations agreement as it re-invents itself.

Commissioner Hemmingsen asked about the future of Snoozie and Eco-Nutrients. Commissioner McClure also commended Hambro/WSG for their transfer station operations. Commissioner Sullivan asked that Mr. White continue to keep the Board informed as circumstances develop. Richard Miles addressed the Board.

The Board adjourned to closed session at 4:28 PM.

1. GENERAL SOLID WASTE AUTHORITY MATTERS

- 1.1 CLOSED SESSION will be held for discussion and possible action regarding: PERSONNEL EVALUATION pursuant to government code section 54957 – PUBLIC EMPLOYEE EVALUATION – Title: Director

The Board returned from closed session at 4:50 P.M., reporting that a satisfactory evaluation for the Director was completed by the Board.

[illegible]

GRAND TOTALS

October 2012

	Amount to 422-421 91003	Amount to 422-421 91004	TOTAL AMOUNT
DNCTS Cash Total	29,695.42	14,939.21	44,634.63
DNCTS Charge Total	115,939.94	58,327.22	174,267.16
DNCTS Credit/Debit	10,162.14	5,112.39	15,274.53
DNCTS Totals	155,797.50	78,378.82	234,176.32
Klamath Cash Total		3,038.93	3,038.93
Klamath Charge Total		234.39	234.39
Klamath Totals		3,273.32	3,273.32
Gasquet Cash Total		1,095.43	1,095.43
Gasquet Charge Total			
Gasquet Totals		1,095.43	1,095.43
Adjustments			
GRAND TOTALS	155,797.50	82,747.57	238,545.07

3.2

3:11 PM

11/06/12

Del Norte Solid Waste Management Authority

A/R Aging Summary

As of October 31, 2012

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Abandoned Vehicle Abatement	3,966.57	0.00	0.00	0.00	0.00	3,966.57
Adventures in Hair	27.63	0.00	0.00	0.00	0.00	27.63
Affordable Home & Rental Rep.	2.90	0.00	0.00	0.00	0.00	2.90
Agricultural Commission	28.99	20.72	44.19	34.50	0.00	128.40
Aladdin Reality	109.14	1.94	123.90	0.00	0.00	234.98
Alexandre EcoDairy Farms	257.19	125.73	0.00	0.00	0.00	382.92
Babich Construction	408.93	0.00	0.00	0.00	0.00	408.93
Bad Checks/Co Collector	0.00	0.00	0.00	0.00	43.78	43.78
Bart Kast Builders	248.69	0.00	0.00	0.00	0.00	248.69
BCM Consturction Company	556.79	0.00	0.00	0.00	0.00	556.79
Beacom Construction	330.20	0.00	0.00	0.00	0.00	330.20
Benner Mini Storage	8.29	0.00	0.00	0.00	0.00	8.29
Bommelyn Construction	0.00	11.05	17.96	87.04	24.15	140.20
Borges Dairy	24.87	0.00	0.00	0.00	0.00	24.87
Brown, Hector	390.67	0.00	0.00	0.00	0.00	390.67
Brown, Hector	504.62	0.00	0.00	0.00	0.00	504.62
C.A.R.R.E. / Full - Spectrum	116.66	0.00	0.00	0.00	0.00	116.66
Cal-Fire	37.62	40.56	0.00	0.00	3.46	81.64
Cal-Trans	100.85	0.00	0.00	0.00	0.00	100.85
California Auto Image	34.72	0.00	0.00	0.00	0.00	34.72
California Construction Co.	148.16	0.00	0.00	0.00	0.00	148.16
California Dept. of Fish & Game	332.73	801.89	872.75	0.00	0.00	2,007.37
California Dept. Parks & Rec.	415.85	0.00	0.00	0.00	0.00	415.85
Calvary Chapel	11.05	0.00	0.00	0.00	0.00	11.05
Castal Rock Countertop's	0.00	28.24	0.00	0.00	0.00	28.24
Certified Plumbing Co.	153.36	56.65	0.00	0.00	0.00	210.01
Cetnar Construction Inc.	0.00	436.15	288.76	81.35	0.00	806.26
City of Crescent City.	128.49	0.00	0.00	0.00	0.00	128.49
Coke Associates	114.67	0.00	0.00	0.00	-51.12	63.55
College of the Redwoods	157.75	135.09	444.28	175.18	0.00	912.30
Combined Maintance Services	67.44	151.68	222.82	167.49	188.56	797.99
Community Asst. Network	22.11	0.00	0.00	0.00	-0.30	21.81
Corner Stone Assembly of God	0.00	0.00	0.00	0.00	576.49	576.49
Cory, Charles	324.68	75.99	0.00	0.00	0.00	400.67
Crescent Ace Hardware.	231.90	0.00	0.01	0.00	0.00	231.91
Crescent City KOA	29.01	2.90	0.00	0.00	0.00	31.91
Crescent City Nursing & Rehab	0.00	0.00	0.00	0.00	0.01	0.01
Crescent City, Harbor	26.25	0.00	0.00	0.00	0.00	26.25
Crescent Fire Protection Dist.	6.91	0.00	0.00	0.00	0.00	6.91
Crescent Land Title Co.	182.71	0.00	0.00	0.00	0.00	182.71
Crescent Senior Estates	0.00	0.00	0.00	0.00	190.46	190.46
DEBIT	19.95	73.82	0.00	85.66	0.00	179.43
Del Norte County Road Dept.	0.00	0.00	0.00	0.00	75.00	75.00
Del Norte Health Care District	380.25	677.25	759.87	696.34	0.00	2,513.71
Del Norte Parks & Recreation	98.09	6.91	6.90	0.00	0.00	111.90
Del Norte Realty	1,224.10	2,166.35	697.50	0.00	0.00	4,087.95
Del Norte Roofing	4.36	0.00	0.00	0.00	0.00	4.36
Del Norte Senior Center	53.88	612.32	984.74	268.77	0.00	1,919.71
Del Norte Solid Waste Mngmt	29.01	0.00	0.00	0.00	0.00	29.01
Del Norte Storage	25.10	27.63	0.00	0.00	0.00	52.73
Direct TV	565.60	0.00	0.00	0.00	0.00	565.60
DN Unified School District	0.00	6.90	94.04	8.29	0.00	109.23
DNC Building Maintenance	0.00	3,257.81	0.00	0.00	0.00	3,257.81
Dutra Materials	0.00	124.35	0.00	0.00	0.00	124.35
E & M Construction	24.87	0.00	0.00	13.82	0.00	38.69
Elk Valley Casino	48.92	0.00	158.41	0.00	0.00	207.33
Elk Valley Rancheria	33.14	0.00	0.00	0.00	0.00	33.14
Elk Valley Storage	312.24	0.00	0.00	0.00	0.00	312.24
Ellers Fort Dick Market	0.00	20.72	0.00	39.83	60.19	120.74
Extra Muscle - Joel Johnson	63.89	0.00	0.00	0.00	0.00	63.89
Fashion Blacksmith	46.97	0.00	0.00	0.00	0.00	46.97
First Baptist Church	6.90	0.00	0.00	0.00	0.00	6.90
Frank's Refrigeration	51.12	15.20	0.00	0.00	0.00	66.32
Frankin's Plumbing	355.06	0.00	0.00	0.00	0.00	355.06
G. H. Outreach	707.03	0.00	0.00	0.00	0.00	707.03
Golden State Construction	270.38	87.04	75.99	89.80	58.84	582.05
GR Construction						

3:11 PM

11/06/12

Del Norte Solid Waste Management Authority
A/R Aging Summary
 As of October 31, 2012

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Green Scapes	168.33	0.00	0.00	0.00	0.00	168.33
Griffin's Furniture Outlet	159.60	0.00	0.00	0.00	0.00	159.60
Hambro Forest Products, Inc.	663.17	0.00	0.00	0.00	0.00	663.17
Hambro/Waste Solutions Group	22.06	0.00	0.00	0.00	0.00	22.06
Hank's Hauling	89.80	0.00	0.00	0.00	0.00	89.80
HASP / Jordan Recovery Centers	300.34	0.00	0.00	0.00	0.00	300.34
Hemmingsen Contracting Company	208.62	0.00	0.00	0.00	0.00	208.62
Hintz Construction	0.00	0.00	0.00	0.00	227.60	227.60
Humane Society Of Del Norte	0.00	45.59	0.00	0.00	0.00	45.59
Humboldt Moving & Storage	23.49	0.00	0.00	0.00	0.00	23.49
Investment Realty	145.43	0.00	0.00	0.00	0.00	145.43
Jacob R. Crager	129.87	0.00	0.00	0.00	0.00	129.87
Larson Services	16.58	0.00	0.00	0.00	0.00	16.58
Lehman Property Management	0.00	0.00	0.00	0.00	1,885.22	1,885.22
Lesina Trucking	22.11	0.00	0.00	0.00	0.00	22.11
Lighthouse Community Church	20.72	67.46	3.00	0.00	0.00	91.18
LNL Design and Construction	20.42	0.00	0.00	0.00	0.00	20.42
Lucero, Steven	9.67	0.00	0.00	0.00	0.00	9.67
Lucky 7 Casino	129.86	0.00	0.00	0.00	0.17	130.03
Malloroy Construction	0.00	30.40	1.38	0.00	0.00	31.78
Mark Wooding Construction	0.00	-120.00	0.00	0.00	0.00	-120.00
Ming Tree Real Estate	0.00	0.00	0.00	0.00	-16.10	-16.10
Moen Investments	0.00	0.00	0.00	0.00	0.00	0.00
Mountain Power Tree Co.	37.31	0.00	0.00	0.00	0.00	37.31
Mow Blow and Go	0.00	0.00	0.00	0.00	0.00	0.00
Murray Construction	41.44	0.00	0.00	0.00	0.00	41.44
Newey, Harold L.	75.48	0.00	0.00	0.00	0.00	75.48
Norbury Construction	0.00	0.00	55.25	0.00	241.45	296.70
North Coast Properties	66.42	34.54	164.85	0.00	0.00	265.81
North Woods Realty	2.42	0.00	0.00	0.00	0.00	2.42
Northridge Electric	402.76	0.00	0.00	0.00	0.00	402.76
Pappas Dry Wall	45.60	0.00	0.00	0.00	0.00	45.60
Peasley's Property Mang.	96.55	0.00	0.00	0.00	0.00	96.55
Pelican Bay Evangelical Free Church	54.27	0.00	0.00	0.00	0.00	54.27
Pelican Bay Roofing Co.	2,848.86	1,244.81	0.00	0.00	0.00	4,093.67
Penny Saver Inn	54.49	0.00	0.00	0.00	0.00	54.49
Plunkett's Family Painting	75.98	13.82	56.74	0.00	0.00	146.54
Ray's Mobile Home Service	20.72	145.06	0.00	0.00	0.00	165.78
Recology Del Norte (Franchise)	111,603.73	0.00	0.00	0.00	0.00	111,603.73
Recology Del Norte (Prison)	13,373.90	0.00	0.00	0.00	0.00	13,373.90
Red Sky Roofing	11,177.15	7,578.75	0.00	0.00	0.06	18,755.96
Redwood Coast Vacation Rentals	17.96	0.00	0.00	0.00	0.00	17.96
Redwood Community Action Agency	175.43	0.00	0.00	0.00	0.00	175.43
Redwood National Park	570.24	1,152.51	1,260.90	1,611.15	765.47	5,360.27
Reservation Ranch	1,377.45	765.41	1,451.82	0.00	7.00	3,601.68
Resource Recovery Solutions	187.90	0.00	0.00	0.00	0.00	187.90
Richard Brown Construction	51.12	0.00	0.00	0.00	0.00	51.12
Richterich & Jones Const	561.60	0.00	0.00	0.00	0.00	561.60
Rick Parker Construction	118.82	0.00	0.00	0.00	0.00	118.82
Ritchie Homes	157.50	0.00	0.00	0.00	0.00	157.50
Ron's Hauling	0.00	0.00	0.00	0.00	-5.00	-5.00
Roy Rook Construction	1,825.10	660.42	0.00	0.00	0.00	2,485.52
Ruiz Construction	27.63	0.00	0.00	0.00	0.00	27.63
Rumiano Cheese Company	62.46	0.00	0.00	0.00	0.00	62.46
Schnacker's General Hauling	16.58	6.91	29.01	110.87	0.00	163.37
Seawood Village	1,934.24	0.00	0.00	0.00	0.00	1,934.24
Shangri-la Trailer Court	58.03	0.00	0.00	0.00	0.00	58.03
Smith River C.S.D.	37.30	0.00	0.00	0.00	0.00	37.30
Smith River Equipment	95.59	0.00	0.00	0.00	0.00	95.59
Smith River Fire Prot. Dist.	6.91	0.00	0.00	0.00	0.00	6.91
Smith River Rancheria	237.31	0.00	0.00	0.00	0.00	237.31
Snoozie Shavings, Inc.	0.00	0.00	0.00	0.00	1,212.63	1,212.63
Sprint Courier Service	41.45	0.00	0.00	0.00	0.00	41.45
Spruce Haven Mobile Home Park	0.00	0.00	0.00	0.00	0.00	0.00
Stephen F White Gen.Cont. Inc.	101.42	0.00	0.00	0.00	0.00	101.42
Stone Roofing	1,586.08	0.00	0.00	0.00	0.00	1,586.08

3:11 PM

11/06/12

Del Norte Solid Waste Management Authority
A/R Aging Summary
 As of October 31, 2012

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Stremberg Realty	0.00	0.00	-0.45	0.00	0.00	-0.45
SWEEP ALOT	0.00	0.00	0.00	0.00	0.00	0.00
Tab & Associates	2,137.49	0.00	0.00	0.00	0.00	2,137.49
Thomas Gavin Construction	15.19	0.00	0.00	0.00	0.00	15.19
Tim Haban Construction	11.05	0.00	0.00	0.00	0.00	11.05
Totem Villa Apartments	0.00	0.00	-14.96	0.00	0.00	-14.96
TRKLA/TRGAS BINS AND LF BINS	4,080.01	4,718.44	6,345.15	6,641.28	0.00	21,784.88
U.S. Forest Service-Gasquet CA	0.00	256.46	864.50	0.00	0.00	1,120.96
V Primo Construction	128.47	625.39	636.92	55.26	0.00	1,446.04
Van Arsdale Construction	859.36	0.00	0.00	0.00	0.00	859.36
Van Nocker's Cleaning	12.51	0.00	0.00	0.00	0.00	12.51
VISA	0.00	0.00	0.00	0.00	19.26	19.26
Wahlund Construction, Inc.	45.59	0.00	0.00	0.00	0.00	45.59
Wigley Contracting	13.80	0.00	0.00	0.00	0.00	13.80
Winn's Maintance Service	0.00	0.00	0.00	0.00	-25.00	-25.00
Your Creation	0.00	0.00	0.00	0.00	1,092.66	1,092.66
Yurok Indian Housing Authority	503.27	0.00	0.00	0.00	0.00	503.27
Yurok Tribe	49.74	197.57	0.00	0.00	0.00	247.31
TOTAL	173,041.01	26,388.43	15,646.23	10,166.63	6,574.94	231,817.24

MONTHLY SPLIT SHEET
DNSWMA TRANSFER STATION
MONTH: OCTOBER 2012

Date	Cash	Checks	Cash/Check Total	Visa	Master	Discover	Credit Card Total	Charges	Grand Total	66.53% 91003	33.47% 91004	20286	Total
1	\$ 1,265.65	\$ 451.87	\$ 1,717.52	\$ 326.35	\$ 42.58	\$ 287.37	\$ 656.30	\$ 8,451.60	\$ 10,825.42	\$ 1,142.67	\$ 574.85	\$ 2.75	\$ 1,720.27
2	\$ 1,464.69	\$ 234.71	\$ 1,699.40	\$ 208.46	\$ 23.41		\$ 231.87	\$ 6,646.02	\$ 8,577.29	\$ 1,130.61	\$ 568.79	\$ 0.07	\$ 1,699.47
3	\$ 1,340.24	\$ 261.60	\$ 1,601.84	\$ 468.14	\$ 108.18		\$ 576.32	\$ 4,058.85	\$ 6,237.01	\$ 1,065.70	\$ 536.14		\$ 1,601.84
4	\$ 1,280.11	\$ 385.62	\$ 1,665.73	\$ 376.39	\$ 31.37		\$ 407.76	\$ 7,318.67	\$ 9,392.16	\$ 1,108.21	\$ 557.52	(\$0.63)	\$ 1,665.10
5	\$ 1,105.42	\$ 137.77	\$ 1,443.19	\$ 415.58	\$ 81.52		\$ 497.10	\$ 10,046.51	\$ 11,986.80	\$ 960.15	\$ 483.04	\$ 0.02	\$ 1,443.21
6	\$ 2,040.42	\$ 187.56	\$ 2,227.98	\$ 593.06	\$ 80.13		\$ 673.19	\$ 2,024.42	\$ 4,925.59	\$ 1,482.28	\$ 745.70		\$ 2,227.98
7	\$ 1,646.31	\$ 336.15	\$ 1,982.46	\$ 304.93	\$ 12.22		\$ 317.15	\$ 319.23	\$ 2,618.84	\$ 1,318.93	\$ 663.53	\$ 4.97	\$ 1,987.43
8	\$ 1,578.89	\$ 297.05	\$ 1,875.94	\$ 857.98	\$ 77.92		\$ 935.90	\$ 7,493.40	\$ 10,305.24	\$ 1,248.06	\$ 627.88	\$ 0.89	\$ 1,876.83
9	\$ 1,219.24	\$ 513.18	\$ 1,732.42	\$ 709.15	\$ 23.47		\$ 732.62	\$ 7,615.52	\$ 10,080.56	\$ 1,152.58	\$ 579.84	\$ 0.09	\$ 1,732.51
10	\$ 1,053.70	\$ 453.16	\$ 1,506.86	\$ 253.58	\$ 12.43		\$ 266.01	\$ 7,706.78	\$ 9,479.65	\$ 1,002.51	\$ 504.35	\$ 0.06	\$ 1,506.92
11	\$ 801.08	\$ 541.29	\$ 1,342.37	\$ 586.35			\$ 586.35	\$ 8,374.62	\$ 10,838.44	\$ 893.08	\$ 449.29	\$ 0.12	\$ 1,342.49
12	\$ 1,342.27	\$ 251.16	\$ 1,593.43	\$ 1,133.51	\$ 45.59		\$ 1,179.10	\$ 8,065.91	\$ 2,847.03	\$ 1,060.11	\$ 533.32	\$ 0.10	\$ 1,593.53
13	\$ 1,020.36	\$ 313.41	\$ 1,333.77	\$ 1,119.53	\$ 60.78		\$ 1,180.31	\$ 332.95	\$ 2,214.84	\$ 887.36	\$ 446.41	\$ 0.13	\$ 1,333.90
14	\$ 1,114.43	\$ 269.76	\$ 1,384.19	\$ 537.40	\$ 93.95		\$ 631.35	\$ 199.30	\$ 2,214.84	\$ 920.90	\$ 463.29	\$ 0.43	\$ 1,394.62
15	\$ 882.66	\$ 360.36	\$ 1,243.02	\$ 307.68	\$ 71.83		\$ 379.51	\$ 8,570.97	\$ 10,193.50	\$ 826.98	\$ 416.04		\$ 1,243.02
16	\$ 610.92	\$ 336.74	\$ 947.66	\$ 450.84	\$ 16.58		\$ 467.42	\$ 6,307.37	\$ 7,722.45	\$ 630.48	\$ 317.18	(\$0.06)	\$ 947.60
17	\$ 1,117.33	\$ 238.21	\$ 1,355.54	\$ 71.53			\$ 71.53	\$ 7,329.46	\$ 8,756.53	\$ 901.84	\$ 453.70	\$ 0.01	\$ 1,355.55
18	\$ 1,316.67	\$ 646.49	\$ 1,963.16	\$ 269.65	\$ 6.90		\$ 276.55	\$ 6,817.25	\$ 9,056.96	\$ 1,306.09	\$ 657.07	\$ 0.02	\$ 1,963.18
19	\$ 1,181.89	\$ 235.83	\$ 1,417.72	\$ 489.07			\$ 489.07	\$ 6,999.88	\$ 8,906.67	\$ 943.21	\$ 474.51	\$ 0.02	\$ 1,417.74
20	\$ 1,757.86	\$ 371.31	\$ 2,129.17	\$ 562.22	\$ 120.02		\$ 682.24	\$ 148.43	\$ 2,959.84	\$ 1,416.54	\$ 712.63		\$ 2,129.17
21	\$ 1,001.45	\$ 276.34	\$ 1,277.79	\$ 492.28			\$ 492.28	\$ 45.59	\$ 1,815.66	\$ 850.11	\$ 427.68	(\$0.58)	\$ 1,277.21
22	\$ 828.63	\$ 205.31	\$ 1,033.94	\$ 173.05	\$ 114.67		\$ 287.72	\$ 7,344.43	\$ 8,666.09	\$ 687.88	\$ 346.06	(\$0.40)	\$ 1,033.54
23	\$ 374.83	\$ 185.12	\$ 559.95	\$ 195.18	\$ 12.43		\$ 207.61	\$ 7,464.27	\$ 8,231.83	\$ 372.53	\$ 187.42	(\$0.24)	\$ 559.71
24	\$ 626.17	\$ 119.17	\$ 745.34	\$ 134.01	\$ 20.72		\$ 154.73	\$ 5,785.32	\$ 6,685.39	\$ 495.87	\$ 249.47	\$ 0.11	\$ 745.45
25	\$ 810.35	\$ 414.56	\$ 1,224.91	\$ 329.92			\$ 329.92	\$ 5,084.58	\$ 6,639.41	\$ 814.93	\$ 409.98	(\$0.11)	\$ 1,224.80
26	\$ 1,659.82	\$ 127.23	\$ 1,787.05	\$ 516.53	\$ 52.50		\$ 569.03	\$ 7,124.16	\$ 9,480.24	\$ 1,188.92	\$ 598.13		\$ 1,787.05
27	\$ 1,718.92	\$ 301.94	\$ 2,020.86	\$ 521.47			\$ 521.47	\$ 1,014.08	\$ 3,556.41	\$ 1,344.48	\$ 676.38	\$ 0.20	\$ 2,021.06
28	\$ 1,225.44	\$ 374.84	\$ 1,600.28	\$ 369.57	\$ 40.54		\$ 410.11	\$ 479.41	\$ 2,489.80	\$ 1,064.67	\$ 535.61		\$ 1,600.28
29	\$ 946.44	\$ 69.07	\$ 1,015.51	\$ 405.12	\$ 33.16		\$ 438.28	\$ 8,932.09	\$ 10,385.88	\$ 675.62	\$ 339.89	(\$20.46)	\$ 995.05
30	\$ 538.51	\$ 140.15	\$ 678.66	\$ 339.73			\$ 339.73	\$ 10,664.63	\$ 11,683.02	\$ 451.51	\$ 227.15		\$ 678.66
31	\$ 350.14	\$ 176.83	\$ 526.97	\$ 269.42	\$ 16.57		\$ 285.99	\$ 5,501.46	\$ 6,314.42	\$ 350.59	\$ 176.38	\$ 40.22	\$ 567.19
TOTALS	\$ 35,220.84	\$ 9,413.79	\$ 44,634.63	\$ 13,787.68	\$ 1,199.47	\$ 287.37	\$ 15,274.52	\$ 174,267.16	\$ 234,176.31	\$ 29,695.42	\$ 14,939.21	\$ 37.73	\$ 44,672.36

October 2012

KLAMATH TRANSFER STATION CASH

Date	Amount to 422-421	TOTAL CASH AMOUNT
	91004	
October 3, 2012	339.17	339.17
October 7, 2012	710.85	710.85
October 10, 2012	146.18	146.18
October 14, 2012	377.98	377.98
October 17, 2012	288.41	288.41
October 21, 2012	384.41	384.41
October 24, 2012	317.35	317.35
October 28, 2012	326.22	326.22
October 31, 2012	148.36	148.36
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
	3,038.93	3,038.93

October 2012

KLAMATH TRANSFER STATION CHARGES

Date	Charge Name	Receipt #	Amount to 422-421 91004	TOTAL AMOUNT
October 7, 2012	Newey	424640	22.36	22.36
October 10, 2012	Yurok Tribe Housing	424641	11.40	11.40
October 17, 2012	Newey	424642	25.16	25.16
October 24, 2012	Yurok Tribe Housing	424643	25.16	25.16
October 24, 2012	Yurok Tribe Housing	424644	122.35	122.35
October 28, 2012	Newey	424645	27.96	27.96
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			234.39	234.39

October 2012

GASQUET TRANSFER STATION - CASH

Date	Amount to 422-421 91004	TOTAL CASH AMOUNT
October 06, 2012	344.71	344.71
October 13, 2012	235.76	235.76
October 20, 2012	350.61	350.61
October 27, 2012	164.35	164.35
		0
		0
		0
		0
		0
	1,095.43	1,095.43

October 2012

GASQUET TRANSFER STATION - CHARGES

Date	Charge Name	Receipt #	Amount to 422-421 91004	TOTAL AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			0.00	0.00

DAILY TICKET REPORT				
DNSWMA TRANSFER STATION				
MONTH: OCTOBER 2012				
	BEGIN	END	VOIDED TICKETS	TICKET COUNT
Date				
1	670156	670351		196
2	670352	670515	1	163
3	670516	670693	1	177
4	670694	670873		180
5	670874	671034	1	160
6	671035	671202		168
7	671203	671360		158
8	671361	671535	1	174
9	671536	671719	1	183
10	671720	671854		135
11	671855	671992	2	136
12	671993	672148	3	153
13	672149	672304		156
14	672305	672441		137
15	672447	672597	2	149
16	672598	672708		111
17	672709	672840		132
18	672841	673006	2	164
19	673007	673174		168
20	673175	673345		171
21	673346	673480	1	134
22	673481	673609	1	128
23	673610	673704		95
24	673705	673779		75
25	673780	673899		120
26	673900	674036		137
27	674037	674198		162
28	674199	674340		142
29	674341	674481		141
30	674482	674599		118
31	674600	674672		73
TOTAL				4496

AUTHORITY REVENUE REPORT October 2012

Source **2011/2012** **2012/2013**

Authority Actual Annual Budget/Month Budget/Year

Service Fees \$ 987,823.58 \$ 76,020.00 \$ 912,246.00

Actual/Month		Comparison FYE12 & FYE13	Actual/Month		Over Budget
July	\$ 91,316.00	\$ (3,907.19)	July	\$ 87,408.81	\$ 11,388.81
August	\$ 98,511.00	\$ (5,878.00)	August	\$ 92,633.00	\$ 16,613.00
September	\$ 90,294.02	\$ 2,634.92	September	\$ 92,928.94	\$ 16,908.00
October	\$ 81,444.29	\$ 1,303.28	October	\$ 82,747.57	\$ 6,727.57
November	\$ 68,955.61		November		
December	\$ 79,561.48		December		
January	\$ 86,911.76		January		
February	\$ 72,975.87		February		
March	\$ 78,875.22		March		
April	\$ 73,724.03		April		
May	\$ 83,672.34		May		
June	\$ 81,581.96		June		
Total	\$ 987,823.58		Total	\$	\$ 51,637.38
			Pay Hambro	\$	(17,723.16)
			Net Over	\$	33,914.22

Unpaid Charges Authority

Clean Up \$ 1,919.71

KTS GTS \$ 21,784.88

Authority Total \$ 23,704.59

Cost to pay Hambro \$ 15,773.03

Unpaid Charges County "Free"

Ag Dept \$ 128.40

Road Dept \$ 179.43

Parks Dept \$ 2,513.71

Building Maint. \$ 109.23

Total County \$ 2,930.77

Cost to pay Hambro \$ 1,950.13

AUTHORITY		REVENUE	REPORT	October 2012	
Source Franchise Fee	2011/2012	2012/2013			
	Actual Annual				
	\$ 186,660.00				
	Actual/Month	Comparison FYE12 & FYE13		Budget/Month	Budget/Year
July	\$ 22,426.00	\$ (3,371.00)	July	\$ 19,055.00	\$ (2,362.00)
August	\$ 22,303.00	\$ (1,945.00)	August	\$ 20,358.00	\$ (1,059.00)
September	\$ 25,998.00	\$ (4,784.00)	September	\$ 21,214.00	\$ (203.00)
October	\$ 21,885.00	\$ (1,320.00)	October	\$ 20,565.00	\$ (852.00)
November	\$ 23,761.00		November		
December	\$ 21,986.00		December		
January	\$ 20,201.00		January		
February	\$ 20,548.00		February		
March	\$ 19,236.00		March		
April	\$ 19,547.00		April		
May	\$ 20,211.00		May		
June	\$ 19,510.00		June		
Total	\$ 257,612.00		Total	\$ 81,192.00	\$ (4,476.00)

Solid Waste
Balance Sheet
October 31, 2012

Unaudited

ASSETS

422 010 00000	Cash Solid Waste	562,782.48
422 010 00300	Imprest Cash	100.00
422 010 01100	Accounts Receivable	7,401.99
422 010 03200	Land	493,000.00
422 010 03300	Transfer Station	3,266,990.64
422 010 03400	Equipment	158,443.55
422 010 03410	Buildings & Improvements	141,638.89
422 010 03440	Accum Depr Equipment	(148,798.00)
422 010 03450	Accum Depr Bldg & Improv	(61,906.24)
422 010 03460	Accum Depr Transfer Station	(592,144.00)
	Total Assets	<u>3,827,509.31</u>

LIABILITIES AND FUND EQUITY

422 010 05103	A/P Services	45.31
422 010 05210	Sublease Payable	3,205,118.55
422 010 05300	Compensated Absences Payable	52,329.88
422 010 05400	Deferred Revenue	7,401.99
422 010 05500	Post Closure Liability	2,650,636.00
422 010 06900	Designated for Lease Debt Service	150,000.00
422 010 07100	Fund Balance	(2,857,215.34)
422 010 09600	Investment in Capital Assets net of related debt	531,748.00
	Revenue	800,011.03
	Expenditure	(712,566.11)
	Total Liabilities and Fund Equity	<u>3,827,509.31</u>

3.4

Solid Waste

Statement of Revenues and Expenditures
4 Months Ended 10/31/2012

		CURRENT MONTH ACTUAL	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	% EXPENDED
Revenues:						
422-421-90153	Franchise Fees	21,214.00	60,627.00	257,000.00	(196,373.00)	23.59%
422-421-90210	Code Enforcement	0.00	0.00	1,000.00	(1,000.00)	0.00%
422-421-90300	Interest - Solid Waste	275.38	275.38	2,000.00	(1,724.62)	13.77%
422-421-91003	Gate Tipping Fees	165,585.68	477,956.15	1,760,000.00	(1,282,043.85)	27.16%
422-421-91004	Authority Service Fees	89,478.00	259,774.95	912,246.00	(652,471.05)	28.48%
422-421-91121	Misc Reimbursements	0.00	57.97	1,000.00	(942.03)	5.80%
422-421-90650-080	Oil Grant 12/13	0.00	0.00	15,000.00	(15,000.00)	0.00%
422-421-90650-074	Oil Grant - 11/12	0.00	0.00	12,216.00	(12,216.00)	0.00%
422-421-91003-099	Gate Tipping Fees - Prior Yr	877.92	877.92	0.00	877.92	0.00%
422-421-91004-099	DNSWMA Tipping Fees - Prior Yr	441.66	441.66	0.00	441.66	0.00%
422-421-91129-067	DOC Grant - 12/13	0.00	0.00	15,000.00	(15,000.00)	0.00%
422-421-91129-069	DOC Grant 11/12	0.00	0.00	8,008.00	(8,008.00)	0.00%
Total Revenues		277,872.64	800,011.03	2,983,470.00	(2,183,458.97)	26.81%
Expenses:						
422-421-10010	Payroll	23,327.98	95,591.79	306,207.00	210,615.21	31.22%
422-421-10012	Overtime	29.86	71.12	1,000.00	928.88	7.11%
422-421-10015	Part-time/Temp	3,493.51	8,662.63	8,300.00	(362.63)	104.37%
422-421-10020	Retirement	6,600.21	26,612.11	84,965.00	58,352.89	31.32%
422-421-10030	Employee Benefits	6,915.31	27,629.52	59,155.00	31,525.48	46.71%
422-421-10033	Employee Life Insurance	25.60	102.40	332.00	229.60	30.84%
422-421-10035	Management Life Insurance	109.31	435.10	1,299.00	863.90	33.49%
422-421-10040	Worker's Compensation	2,483.13	9,932.52	29,798.00	19,865.48	33.33%
Total Salaries and Benefits		42,984.91	169,037.19	491,056.00	322,018.81	34.42%
422-421-20121	Communications	118.80	613.76	2,200.00	1,586.24	27.90%
422-421-20140	Household Expense	136.66	937.80	3,600.00	2,662.10	26.80%
422-421-20150	Insurance-Office	0.00	0.00	5,850.00	5,850.00	0.00%
422-421-20151	Liability Insurance	0.00	0.00	2,500.00	2,500.00	0.00%
422-421-20152	Vehicle Insurance	0.00	0.00	1,400.00	1,400.00	0.00%
422-421-20155	Liability Insurance	0.00	715.25	2,573.00	1,857.75	27.80%
422-421-20170	Maintenance-Equipment	0.00	0.00	500.00	500.00	0.00%
422-421-20171	Maintenance-Vehicles	48.50	48.50	500.00	451.50	9.70%
422-421-20175	Maintenance-Computers	0.00	0.00	500.00	500.00	0.00%
422-421-20180	Maint-Structures/Improvements & TS M	0.00	0.00	500.00	500.00	0.00%
422-421-20200	Memberships	0.00	7,400.00	7,500.00	100.00	98.67%
422-421-20221	Printing	0.06	5.11	400.00	394.89	1.28%
422-421-20221	Printing	202.92	484.18	1,400.00	915.82	34.58%
422-421-20223	Postage	539.15	2,305.16	7,000.00	4,694.84	32.93%
422-421-20224	Office Supplies	0.00	0.00	399.00	399.00	0.00%
422-421-20227	Books/Subscriptions	0.00	563.89	20,000.00	19,436.11	2.82%
422-421-20230	Prof Serv-Cof/City	339.06	563.89	2,500.00	2,500.00	0.00%
422-421-20231	Prof Serv	0.00	0.00	30,000.00	30,000.00	0.00%
422-421-20232	Prof Serv-Well Monitoring	0.00	0.00	8,850.00	8,850.00	0.00%
422-421-20233	Audit	0.00	0.00	12,000.00	9,320.69	22.33%
422-421-20234	Legal Counsel	749.75	2,679.31	4,500.00	3,375.00	25.00%
422-421-20235	Treasurer	375.00	1,125.00	500.00	428.00	14.40%
422-421-20236	Security	0.00	72.00	4,000.00	1,856.22	53.59%
422-421-20237	Credit Card Service Fees	519.97	2,143.78	4,000.00	1,570.67	42.33%
422-421-20238	TS Collection	8,762.09	11,429.33	27,000.00	15,570.67	18.10%
422-421-20239	Transfer Station Operations	166,991.06	325,874.93	1,800,000.00	1,474,125.07	18.10%
422-421-20240	Advertising/Publications	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20250	Lease of Equipment	0.00	870.94	3,500.00	2,629.06	24.88%
422-421-20251	Lease - Gasquet Transfer Station	0.00	0.00	700.00	700.00	0.00%
422-421-20270	Minor Equipment	0.00	0.00	5,100.00	5,100.00	0.00%
422-421-20280	Delivery Service	70.00	70.00	600.00	530.00	11.67%
422-421-20281	Household Hazardous Waste Event	0.00	225.00	35,000.00	34,775.00	0.64%
422-421-20283	Community Clean-up	429.71	859.42	5,000.00	4,140.58	17.19%
422-421-20285	Special Dept Expense	0.00	684.79	1,500.00	815.21	45.65%
422-421-20286	Cash Over/Under	438.84	564.87	182.00	(382.87)	310.37%
422-421-20288	City Collections	1,481.74	2,963.48	17,000.00	14,036.52	17.43%
422-421-20290	Travel	12.21	774.36	3,000.00	2,225.64	25.81%
422-421-20297	Vehicle Fuel	104.46	707.11	1,500.00	792.89	47.14%
422-421-20301	State Fees	0.00	0.00	55,415.00	55,415.00	0.00%
422-421-20221-060	Printing-Oil Grant - 12/13	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20221-067	Printing-DOC Grant 12/13	0.00	0.00	400.00	400.00	0.00%
422-421-20221-074	Printing - Oil Grant 11/12	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20239-001	Post Closure Maintenance	2,398.99	3,569.30	5,000.00	1,430.70	71.39%
422-421-20240-060	Advertising Oil Grant - 12/13	0.00	0.00	3,050.00	3,050.00	0.00%
422-421-20240-067	Advertising- DOC Grant 12/13	0.00	0.00	2,600.00	2,600.00	0.00%
422-421-20240-069	Advertising - DOC Grant 11/12	0.00	150.00	(1,076.00)	(1,226.00)	-13.94%

Solid Waste

Statement of Revenues and Expenditures
4 Months Ended 10/31/2012

	CURRENT MONTH ACTUAL	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	% EXPENDED
422-421-20240-074 Advertising - Oil Grant 11/12	1,138.80	2,278.80	3,050.00	771.20	74.71%
422-421-20285-060 Spec Dept Exp-Oil Grant - 12/13	0.00	0.00	6,500.00	6,500.00	0.00%
422-421-20285-067 Spec Dept Exp-DOC Grant 12/13	0.00	0.00	6,000.00	6,000.00	0.00%
422-421-20285-069 Spec Dept Exp - DOC Grant 11/12	0.00	165.00	3,085.00	2,920.00	5.35%
422-421-20285-074 Spec Dept Exp - Oil Grant 11/12	0.00	500.00	4,616.00	4,116.00	10.83%
422-421-20290-060 Travel-Oil Grant - 12/13	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20290-067 Travel DOC Grant 12/13	0.00	0.00	2,000.00	2,000.00	0.00%
422-421-20290-069 Travel - DOC Grant 11/12	0.00	1,919.48	2,000.00	80.52	95.97%
422-421-20290-074 Travel - Oil Grant 11/12	0.00	0.00	1,000.00	1,000.00	0.00%
Total Services and Supplies	184,857.77	372,700.65	2,116,794.00	1,744,093.35	17.61%
422-421-30490 Depreciation Expense	0.00	0.00	110,267.00	110,267.00	0.00%
Total Other Charges	0.00	0.00	110,267.00	110,267.00	0.00%
Total Fixed Assets	0.00	0.00	0.00	0.00	0.00%
422-421-70800 ARC Payment OPEB	0.00	0.00	11,125.00	11,125.00	0.00%
422-421-81000 Contingency	0.00	0.00	2,400.00	2,400.00	0.00%
422-421-70530-025 Interfund-Repayment to County	0.00	154,720.27	203,500.00	48,779.73	76.03%
422-421-70530-199 Interfund-Cost Plan	4,027.00	16,108.00	48,328.00	32,220.00	33.33%
Total Intrafund Transfers	4,027.00	170,828.27	265,353.00	94,524.73	64.38%
Total Expenses	231,869.68	712,566.11	2,983,470.00	2,270,903.89	23.88%
Revenues Over (Under) Expenditures	46,002.96	87,444.92	0.00	87,444.92	0.00%

Solid Waste
Balance Sheet
June 30, 2012

Unaudited

ASSETS

422 010 00000	Cash Solid Waste	433,132.16
422 010 00300	Imprest Cash	100.00
422 010 01100	Accounts Receivable	233,885.92
422 010 03200	Land	493,000.00
422 010 03300	Transfer Station	3,266,990.64
422 010 03400	Equipment	158,443.55
422 010 03410	Buildings & Improvements	141,638.89
422 010 03440	Accum Depr Equipment	(148,798.00)
422 010 03450	Accum Depr Bldg & Improv	(61,906.24)
422 010 03460	Accum Depr Transfer Station	(592,144.00)
	Total Assets	<u><u>3,924,342.92</u></u>

LIABILITIES AND FUND EQUITY

422 010 05100	Accounts Payable	184,323.84
422 010 05210	Sublease Payable	3,205,118.55
422 010 05300	Compensated Absences Payable	52,329.88
422 010 05400	Deferred Revenue	7,401.99
422 010 05500	Post Closure Liability	2,650,636.00
422 010 06900	Designated for Lease Debt Service	150,000.00
422 010 07100	Fund Balance	(2,936,199.89)
422 010 09600	Investment in Capital Assets net of related debt	531,748.00
	Revenue	3,281,738.06
	Expenditure	(3,202,753.51)
	Total Liabilities and Fund Equity	<u><u>3,924,342.92</u></u>

3.5

Solid Waste

Statement of Revenues and Expenditures
12 Months Ended 6/30/2012

		CURRENT MONTH ACTUAL	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	% EXPENDED
Revenues:						
422-421-90153	Franchise Fees	39,721.00	257,618.50	257,000.00	618.50	100.24%
422-421-90210	Code Enforcement	100.00	400.00	1,000.00	(600.00)	40.00%
422-421-90300	Interest - Solid Waste	493.09	1,175.29	2,000.00	(824.71)	58.76%
422-421-91003	Gate Tipping Fees	300,240.64	1,712,069.33	1,848,000.00	(135,930.67)	92.64%
422-421-91004	Authority Service Fees	157,406.39	1,029,529.94	912,246.00	117,283.94	112.86%
422-421-91121	Misc Reimbursements	42.42	8,850.87	5,741.00	3,109.87	154.17%
422-421-91124	Misc Revenue	0.00	5,275.69	5,265.00	10.69	100.20%
422-421-90650-054	Oil Grant 09/10	0.00	13,414.98	0.00	13,414.98	0.00%
422-421-90650-055	HD 18F Grant	0.00	189,786.85	221,127.00	(31,340.15)	85.83%
422-421-90650-056	Oil Grant 10/11	0.00	0.00	13,824.00	(13,824.00)	0.00%
422-421-90650-074	Oil Grant - 11/12	0.00	15,000.00	15,000.00	0.00	100.00%
422-421-91003-099	Gate Tipping Fees - Prior Yr	(104.22)	24,200.99	0.00	24,200.99	0.00%
422-421-91004-099	DNSWMA Tipping Fees - Prior Yr	(41.28)	9,415.62	0.00	9,415.62	0.00%
422-421-91129-057	DOC Grant 10/11	0.00	0.00	6,766.00	(6,766.00)	0.00%
422-421-91129-069	DOC Grant 11/12	5,000.00	15,000.00	15,000.00	0.00	100.00%
Total Revenues		502,858.04	3,281,738.06	3,302,969.00	(21,230.94)	99.36%
Expenses:						
422-421-10010	Payroll	43,891.72	322,144.67	319,076.00	(3,068.67)	100.96%
422-421-10012	Overtime	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-10015	Part-time/Temp	2,138.33	23,836.45	25,300.00	1,463.55	94.22%
422-421-10020	Retirement	9,051.58	83,181.71	83,915.00	733.29	99.13%
422-421-10030	Employee Benefits	4,999.25	59,095.42	59,250.00	154.58	99.74%
422-421-10033	Employee Life Insurance	38.40	345.60	331.00	(14.60)	104.41%
422-421-10035	Management Life Insurance	108.24	1,297.87	1,287.00	(10.87)	100.84%
422-421-10040	Worker's Compensation	2,133.17	25,598.04	25,598.00	(0.04)	100.00%
Total Salaries and Benefits		62,360.69	515,499.76	515,757.00	257.24	99.95%
422-421-20121	Communications	320.90	2,215.27	2,400.00	184.73	92.30%
422-421-20140	Household Expense	688.24	4,485.38	4,800.00	314.62	93.45%
422-421-20150	Insurance-Office	0.00	5,844.00	5,850.00	6.00	99.90%
422-421-20151	Liability Insurance	357.97	2,671.57	2,672.00	0.43	99.98%
422-421-20152	Vehicle Insurance	0.00	1,256.80	1,400.00	143.20	89.77%
422-421-20155	Liability Insurance	643.25	2,573.00	2,573.00	0.00	100.00%
422-421-20170	Maintenance-Equipment	2,070.00	4,260.00	4,270.00	10.00	99.77%
422-421-20171	Maintenance-Vehicles	83.64	1,425.43	1,427.00	1.57	99.89%
422-421-20175	Maintenance-Computers	0.00	450.00	500.00	50.00	90.00%
422-421-20180	Maint-Structures/Improvements & TS M	1,702.38	1,702.38	1,800.00	97.62	94.58%
422-421-20200	Memberships	0.00	7,000.00	7,400.00	400.00	94.59%
422-421-20221	Printing	6.81	59.60	150.00	90.40	39.73%
422-421-20223	Postage	147.02	1,596.26	1,600.00	3.74	99.77%
422-421-20224	Office Supplies	1,734.79	10,396.50	11,556.00	1,159.50	89.97%
422-421-20227	Books/Subscriptions	0.00	297.89	500.00	202.11	59.58%
422-421-20230	Prof Serv-Co/City	142.26	4,178.63	15,301.00	11,122.37	27.31%
422-421-20231	Prof Serv	2,275.00	13,295.00	14,980.00	1,685.00	88.75%
422-421-20232	Prof Serv-Well Monitoring	0.00	27,967.00	28,000.00	33.00	99.88%
422-421-20233	Audit	0.00	8,850.00	8,850.00	0.00	100.00%
422-421-20234	Legal Counsel	2,124.58	12,969.75	13,000.00	30.25	99.77%
422-421-20235	Treasurer	750.00	4,500.00	4,500.00	0.00	100.00%
422-421-20236	Security	(149,025.88)	268.00	600.00	334.00	44.33%
422-421-20237	Credit Card Service Fees	424.01	3,407.43	3,550.00	142.57	95.98%
422-421-20238	TS Collection	2,785.92	27,412.44	28,200.00	787.56	97.21%
422-421-20239	Transfer Station Operations	601,951.66	1,847,202.42	1,848,000.00	797.58	99.96%
422-421-20240	Advertising/Publications	293.10	572.88	600.00	27.12	95.48%
422-421-20250	Lease of Equipment	325.99	3,105.69	3,500.00	394.31	88.73%
422-421-20251	Lease - Gasquet Transfer Station	0.00	625.00	700.00	75.00	89.29%
422-421-20269	Lease Payment - Card Machine	0.00	40.05	0.00	(40.05)	0.00%
422-421-20270	Minor Equipment	0.00	2,869.58	2,870.00	0.42	99.99%
422-421-20280	Delivery Service	0.00	443.50	600.00	156.50	73.92%
422-421-20281	Household Hazardous Waste Event	224.00	34,438.00	34,650.00	212.00	99.39%
422-421-20283	Community Clean-up	415.02	4,980.24	15,000.00	10,019.76	33.20%
422-421-20285	Special Dept Expense	1,019.37	13,254.11	13,380.00	125.89	99.06%
422-421-20286	Cash Over/Under	144.96	375.84	182.00	(193.84)	206.51%
422-421-20288	City Collections	1,431.10	17,191.47	17,200.00	8.53	99.95%
422-421-20290	Travel	159.84	2,492.00	2,600.00	108.00	95.85%
422-421-20291	Commissioner Expense	0.00	7,575.00	7,585.00	10.00	99.87%
422-421-20297	Vehicle Fuel	113.49	1,456.55	1,500.00	43.45	97.10%
422-421-20300	Utilities	78.00	166.49	300.00	133.51	55.50%
422-421-20301	State Fees	0.00	55,415.00	55,415.00	0.00	100.00%
422-421-20321-055	Printing	0.00	466.40	500.00	33.60	93.28%

Solid Waste

Statement of Revenues and Expenditures
12 Months Ended 6/30/2012

		CURRENT MONTH ACTUAL	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	% EXPENDED
422-421-20221-069	Printing - DOC Grant 11/12	0.00	0.00	400.00	400.00	0.00%
422-421-20221-074	Printing - Oil Grant 11/12	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20231-055	Professional Services	0.00	142,538.39	188,393.00	45,854.61	75.68%
422-421-20239-001	Post Closure Maintenance	2,352.06	4,321.91	5,000.00	678.09	86.44%
422-421-20240-055	Advertising	0.00	8,110.72	11,287.00	3,176.28	71.86%
422-421-20240-056	Advertising - Oil grant 10/11	0.00	3,402.55	3,403.00	0.45	99.99%
422-421-20240-057	Advertising - DOC Grant 10/11	0.00	1,369.00	1,369.00	0.00	100.00%
422-421-20240-089	Advertising - DOC Grant 11/12	1,388.00	4,002.75	4,005.00	2.25	99.94%
422-421-20240-074	Advertising - Oil Grant 11/12	450.00	450.00	3,500.00	3,050.00	12.86%
422-421-20285-055	Special Department Expense	0.00	787.59	1,000.00	212.41	78.76%
422-421-20285-056	Spec Dept Exp - Oil Grant 10/11	4,002.28	6,559.00	6,559.00	0.00	100.00%
422-421-20285-057	Spec Dept Exp - DOC Grant 10/11	0.00	585.00	585.00	0.00	100.00%
422-421-20285-089	Spec Dept Exp - DOC Grant 11/12	300.00	750.00	4,595.00	3,845.00	16.32%
422-421-20285-074	Spec Dept Exp - Oil Grant 11/12	942.58	942.58	6,500.00	5,557.42	14.50%
422-421-20290-055	Travel & Training	0.00	1,070.13	4,592.00	3,521.87	23.30%
422-421-20290-056	Travel - Oil Grant 10/11	0.00	881.52	882.00	0.48	99.94%
422-421-20290-057	Travel - DOC Grant 10/11	0.00	811.67	812.00	0.33	99.96%
422-421-20290-089	Travel - DOC Grant 11/12	0.00	0.00	2,000.00	2,000.00	0.00%
422-421-20290-074	Travel - Oil Grant 11/12	0.00	0.00	1,000.00	1,000.00	0.00%
Total Services and Supplies		482,822.34	2,318,313.36	2,417,323.00	99,009.64	95.90%
422-421-30490	Depreciation Expense	101,364.00	101,364.00	100,962.00	(402.00)	100.40%
Total Other Charges		101,364.00	101,364.00	100,962.00	(402.00)	100.40%
Total Fixed Assets		0.00	0.00	0.00	0.00	0.00%
422-421-70800	ARC Payment OPEB	11,125.00	11,125.00	11,125.00	0.00	100.00%
422-421-70530-025	Interfund-Repayment to County	0.00	203,650.39	205,000.00	1,349.61	99.34%
422-421-70530-199	Interfund-Cost Plan	4,401.00	52,801.00	52,801.00	0.00	100.00%
Total Intrafund Transfers		15,526.00	267,576.39	268,926.00	1,349.61	99.50%
Total Expenses		662,073.03	3,202,753.51	3,302,968.00	100,214.49	96.97%
Revenues Over (Under) Expenditures		(159,214.99)	78,984.55	1.00	78,983.55	#####

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL ENVIRONMENTAL SERVICES
for the
Crescent City Landfill**



**FROM THE
DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
DEL NORTE COUNTY, CALIFORNIA
(707) 465-1100
(707) 465-1300 FAX
E-MAIL: TEDD@RECYCLEDDELNORTE.CA.GOV**

**1700 STATE STREET
CRESCENT CITY, CA 95531**

PROPOSALS DUE: 17 DECEMBER 2012

*THIS REQUEST FOR PROPOSALS HAS BEEN PRINTED ON BOISE CASCADE
ASPEN XEROGRAPHIC PAPER, WHITE, MINIMUM 30% POST-CONSUMER RECYCLED CONTENT*

3.6

**REQUEST FOR PROPOSALS FOR
Professional Environmental Services for the Crescent City Landfill**

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**REQUEST FOR PROPOSALS FOR
Professional Environmental Services for the Crescent City Landfill**

I. PROJECT OVERVIEW

The Del Norte Solid Waste Management Authority (hereinafter referred to as "DNSWMA" or the "Authority") requests proposals to complete one or both of the following investigations at the Crescent City Landfill:

- A. 'The Five Year Review Application for the Crescent City Landfill'** This section of tasks includes developing a cost estimate for addressing 'non-water releases,' by updating the unit costs and Closure Cost estimate as required under Title 27 of the California Code of Regulations, section 22101.
- B. 'The Landfill Gas Investigation'** To conduct an engineering investigation regarding the volume and composition of the gases being passively vented at the Crescent City Landfill, to determine the landfill gas heat input capacity, as required under the California Code of Regulations, section 95471(b)3.

The selected contractor(s) will be expected to familiarize themselves with Closure Plan and the Amendment to the Closure Plan, as well as relevant landfill gas monitoring and historical disposal data and regulatory history associated with the Crescent City Landfill. Proposals must be received at the Del Norte Solid Waste Management Authority office at 1700 State Street, Crescent City, CA 95531, Attention: Director, by 4:30 P.M. on 17 December 2012.

II. PROPOSAL PROCESS

A. Contact Person

All requests for information regarding this RFP and for historical information relating to the Crescent City Landfill should be directed to:

Tedd Ward, Program Manager
Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531
Telephone: (707) 465-1100
Fax: (707) 465-1300
e-mail: tedd@recycledelnorte.ca.gov
website: www.recycledelnorte.ca.gov

The RFP is considered to include all items listed in the Table of Contents, the text of the RFP, the Exhibits, and any addenda sent by the Authority.

Each Proposer is advised to check that all parts of the RFP package have been received. Proposers shall be responsible for informing themselves with respect to all conditions that might in any way affect the cost or the performance of any of the work. Each Proposer is responsible for obtaining any and all information it deems

necessary to make its proposal. The Authority does not assume any liability for actions taken pursuant to data contained in this RFP. Checking the accuracy and completeness of the information is the responsibility of the Proposer. Failure to do so shall be at the sole risk of the Proposer and no relief shall be given for errors or omissions by the Proposer.

B. Distribution List for RFP

The initial RFP mailing list is attached as Exhibit B.

C. Questions Regarding this Request for Proposals

All questions shall be directed to the Authority's contact person identified in section II.A. of this RFP. All questions related to this RFP received by Authority staff on or prior to 19 November 2012 will be answered. Questions of minor significance may be discussed verbally, however, only responses by addendum will be considered to be part of the Request for Proposals requirements. For questions determined by Authority staff to require that a response be sent to all proposers, potential Proposers will receive a response by mail, e-mail or FAX as an addendum to this Request for Proposals on or by 29 November 2012. All Proposers that were sent an RFP by the Authority will be mailed or faxed the addenda.

D. Proposal Rules

The following rules shall apply:

1. All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals.
2. Responsive proposals may be submitted separately for either **'The Five Year Review Application for the Crescent City Landfill'** or **'The Landfill Gas Investigation,'** or a firm may propose to conduct both. If a firm proposes to complete both investigations, the proposal should indicate how their cost proposal would change if selected for just one of the investigations.
3. Four **copies** of the proposal shall be mailed or delivered in a sealed package, to the above noted address. **The package must be received at the Authority's offices by 4:30 p.m. on Monday, 17 December 2012.** The package must be clearly labeled on the outside and inside with the name of the firm submitting the proposal and the address stated above (with the words: "Crescent City Landfill Environmental Services Proposal" on the package). One of the copies of the proposal shall be unbound and single sided to ease further copying, and this copy shall be labeled 'Original.' This 'Original' copy shall govern in the event of any inconsistency among copies of the proposal.
4. Each proposal shall be typed or printed on 8 1/2" by 11" paper, double-sided, (except as noted above) or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content. Each page shall be fully legible and numbered (preferably sequentially numbered rather than new numbers for each section).
5. Each proposal shall include all information required by the RFP and any

addenda. Addenda may be issued prior to the opening of proposals for the purpose of changing or clarifying the intent of the RFP. All addenda shall be binding in the same way as if originally written in this RFP. Any interpretation, affecting all Proposers, made prior to the bid due date will be issued in the form of an addendum. The Authority will not be bound by, or responsible for, any other explanations or interpretations of the RFP package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon Authority or Authority's representative. If the Authority issues addenda to this RFP, each Proposal will include a signed Receipt of Addenda form, which will be issued with the addenda.

6. Proposals may not be changed, modified, or withdrawn after the time and date specified for submittal. Partial or incomplete proposals may be unacceptable. Any misrepresentation or falsehood contained within a proposal may be grounds for disqualification. All requests to change, modify, or withdraw prior to the proposal due date must be in writing and bear the same name appearing on the proposal.
7. Proposals received after the required submittal date and time will be rejected and returned unopened. The Authority shall not in any manner be liable or responsible for any late delivery of proposals. Unless specifically requested by the Authority for clarification, the Authority will not accept any clarifications, revisions or addenda to submitted proposals after the submission deadline. No telegraph, facsimile or telephone proposals or addenda to proposals shall be acceptable.
8. Proposals must be in U.S. dollars inclusive of all costs such as, but not limited to: insurance, equipment, temporary facilities, supervision, mobilization/demobilization, profit, overhead, and taxes. All other direct and indirect costs associated with the work including, but not limited to, allowances for weather, phasing of work in an operating plant, lost time, absenteeism, holidays, equipment failure, travel time and any other applicable costs shall also be included in proposal.
9. Prior to contract award for work described herein, the Authority will conduct investigations as necessary to determine the performance record and ability of each Proposer to perform the work included herein at the least cost to Authority ratepayers. Upon request, the Proposer shall submit additional information deemed necessary by the Authority to evaluate the Proposer's qualifications.

E. Confidential Information

Any material that Proposer contends is exempt from disclosure to the public under the California Public Records Act (i.e., trade secrets, financial information, etc.) shall be clearly marked on each page as "confidential". Providing those materials marked are exempt, to the extent allowed by law, the Authority will not disclose the marked information other than to Authority officers, attorneys, employees and consultants involved in evaluating the proposals received.

F. Evaluation Process

Each proposal shall be evaluated by the Authority, for completeness and for compliance with the requirements of this RFP. All determinations with regard to the evaluation of proposals will be at the sole discretion of the Authority.

The objective of the Authority is to determine the most cost-effective option for collecting samples and providing information and analysis for the tasks described in each section of the scope of services. Toward this end, the Authority shall consider all relevant factors, including, but not limited to:

- Costs;
- Potential liabilities;
- Proposer's qualifications and experience;
- Technical competence and reliability;
- References from existing or prior clients; and/or
- Any costs, benefits, or risks arising out of the Proposal which directly or indirectly impact the Authority's ratepayers.

Exhibit C indicates the relative importance of each element of a responsive proposal, and indicates how the Authority plans to weight the above factors in evaluating proposals. Proposals may be for one or both investigations. The price proposal, whether for section A or B or both will be 50% of the evaluation on points. Price proposal evaluations for section A only will include prices for tasks A1 - A6, and price proposal evaluations for section B only will include tasks B1 - B9. Price proposal evaluations for proposals addressing both sections A and B will include tasks A1 - A5, and B1 - B8. Though Task B1 will be included in the comparative evaluation of price proposals, the Authority may in its discretion opt not to include this task in the scope of services.

In addition to the evaluation of the specific elements of the proposal, the Authority retains the right to evaluate all potential costs, services, and related factors which may affect the ratepayers for the term of the contract and any extensions, or potential liabilities that could extend beyond the term of the agreement. **The Authority reserves the right to select a Proposal other than the lowest cost Proposal for either or both sections of tasks, and may also consider the advantages of having one firm complete both sections.**

The Authority may develop a short list of "Finalists" which will be asked to submit additional information for the final consideration of the Authority. The final selection will be made by the Authority Board at a scheduled and noticed public meeting.

III. EXISTING CONDITIONS

The following background information is provided for the convenience of potential Proposers. Each Proposer is responsible for obtaining any and all information it deems necessary to make its proposal. The Authority assumes no liability for actions taken pursuant to data contained herein. Checking the accuracy and completeness of the information is the responsibility of the Proposer.

A. General Background

The Del Norte Solid Waste Management Authority is a joint powers authority of the County of Del Norte and the only incorporated city, Crescent City. The Authority has administrative responsibility for the Crescent City Landfill, including environmental monitoring, reporting, and compliance, though the landfill and landfill property are owned by the County of Del Norte. Water quality and landfill gas monitoring has generally been conducted by Authority staff, with assistance by County staff.

The Crescent City Landfill is located 2 miles north of Crescent City, in Del Norte County and is situated on a 166-acre parcel. The parcel including, APN # 110-020-08, APN # 1120-020-43, and a portion of APN #110-020-69, are owned by Del Norte County and zoned as a Public Facility. Current land use within 1 mile of the site is recreational, wildlife habitat, agricultural, residential, and industrial. Adjacent zoning designations surrounding the site are as follows: RCA-1 (Resource Conservation area), A-20 (Agricultural - 20 acre minimum), and RRA-1 MH-1 (Rural Residential - 1 acre minimum - Mobile Homes allowed). The landfill property is surrounded on three sides by land owned by the California Department of Parks and Recreation, and their holdings include approximately 5,000 acres extending from Old Mill Road to the ocean less than two miles to the west. There is a residential area consisting of sixteen property ownerships located approximately one quarter to one half mile north-northeast of the disposal site. The landfill mound comprises approximately 23 acres of the 167 acre site.

Initially a location of an open burn dump, the Crescent City Landfill was first permitted in 1977, and no data exists of the topography of the bottom of the refuse at the base of the landfill mound. Up until 1995, the landfill was generally operated by the same company that collected trash. Scales were first installed at this facility in 1996, and prior to that time assessments of the quantity of trash placed in the landfill mound were based on incoming volumes reported by the garbage company. Between 1977 and the time and when this facility stopped receiving municipal wastes in March 2005, this landfill received the vast majority of wastes disposed from Del Norte County during that period. Prior to closure, the landfill had no top or base liners, and no gas venting system.

B. The Five Year Review Application for the Crescent City Landfill

The Crescent City Landfill was closed in two phases: 9.4 acres in Phase 1 completed in 1997, and the second and final phase of closure construction was completed in February 2006. Between these two phases of landfill closure construction, the Authority contracted with Brown Vence & Associates to prepare the 'Crescent City Landfill Closure and Post-Closure Maintenance Plan Amendment 1' (May 2005, BVA) that includes the final Closure Cost Estimate and the Post-Closure Cost Estimate.

The California Department of Resources Recycling and Recovery (CalRecycle) is the State agency with oversight responsibility for solid waste, reuse, recycling, composting, and household hazardous waste programs, has issued an Evaluation Workplan to the Del Norte County Local Enforcement Agent (LEA). This Evaluation Workplan is a workplan for the LEA, who has regulatory oversight of Authority activities at the landfill and transfer station. The LEA is Brian McNally, is the sole remaining staffperson in the County Department of Environmental Health, and he has made it clear that the Authority needs to apply for this Five Year Review so he can complete that task of the LEA workplan.

The LEA has told Authority staff to submit a five-year review application by November 15, 2012, addressing:

- Any changes to the Closure Plan
- Any changes to post-closure land use plans
- Additional post-closure cost projections as required by Title 27 of the California Code of Regulations, section 22101.

Though changes to the Closure Plan and post-closure land-use plans are minimal, because of the need to contract an engineer to prepare the required cost projections, Authority staff has informed Mr. McNally that it is unlikely this analysis will be completed before February.

Section 27 CCR 22101 requires that for 'non-water' releases that the Authority provide a cost estimate for complete replacement of the final cover. The selected Contractor will derive this cost estimate by adjusting the costs used to complete the both phases of closure construction, updated with current unit costs. Under 27 CCR 21780(a), these cost estimates must be prepared and/or certified by a registered civil engineer, with backup documentation.

C. Gas Investigations at the Crescent City Landfill

In the two phases of landfill closure, under the approved Closure and Post-Closure Maintenance Plan, landfill gas in the landfill mound flows through collection pipes below the HDPE membrane to 47 open vents. The 19 gas vents in the Phase 1 closure area have valves that remain open, though the 28 gas vents in the Phase 2 area do not.

Landfill gas at the Crescent City Landfill has been monitored since 1997 from seven installed gas sampling wells and three surface monitoring points near the landfill property boundaries. Gas has sampled using by a portable gas meter that can detect methane, oxygen, hydrogen sulfide, and carbon monoxide, though many measurements only recorded the %LEL of methane.

Responding to concerns of the North Coast Regional Water Quality Control Board that landfill gas may be dissolving into groundwater during winter months, in 2005 the Authority had seventeen gas sampling wells installed around the base of the landfill mound.

Exhibit E includes a variety of documents related to sampling points and landfill gas data collected and summarized by Authority staff to date. Exhibit E also includes information regarding the volume and tonnage of materials disposed at the Crescent City Landfill, as this information will be needed to complete some of the spreadsheets required as part of this project.

This new gas investigation at the Crescent City Landfill is in response to the requirements of the California Global Warming Solutions Act of 2006 as implemented by the North Coast Regional Air Quality Management District. Specifically, the Crescent City Landfill must be brought into compliance with the California Code of Regulations, section 95471 (b)3, including an engineering investigation regarding the volume and composition of the gases being passively vented at the Crescent City Landfill, to determine the landfill gas heat input capacity. The referenced section of the regulations requires the Authority to calculate the heat input capacity in two ways.

The first method is a spreadsheet evaluation based on the tons disposed each year. This method will be subject to significant uncertainty, considering that this landfill has received wastes for disposal at least since 1977, the topography of the base of the refuse is currently unknown, that scales were first used for solid waste in Del Norte County in 1995. Furthermore, due to the relatively large amount of annual rainfall, the sandy cover soils, and absence of liners of any kind at this facility until the first phase of closure, and the passive gas venting system installed as part of closure, there has been substantial opportunity for much of the gas associated with the decomposition of the landfilled wastes to have already been released to the atmosphere.

The second method is to measure gas flow rates from each vent, determine the methane concentration at each vent, and derive the methane flow rate at each well. Adding all methane flow rates together allows for the derivation of the landfill gas heat capacity. The selected contractor will conduct separate analyses using each method. The higher of these two values will be the landfill gas heat input capacity reported to NCAQMD for the Crescent City Landfill.

IV. SCOPE OF SERVICES

All work performed by Consultant and its employees pursuant to this Agreement will be performed promptly and diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized environmental engineering and consulting firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Consultant will be responsible to ensure that all work performed by its employees or any contractors is performed to the standards set forth in this RFP and that such work complies with requirements of appropriate governmental agencies and applicable law.

All services required under this Agreement will be performed by Consultant personnel, and all personnel will possess the qualifications, permits and licenses required by State and local law to perform such services. As environmental professionals, Consultant(s) are expected to be familiar with all current applicable laws and regulations, and any staff expenses to become familiar with laws and regulations will not be billable to any task described in this RFP.

The Authority uses and requests (but does not require) that deliverables produced under this scope of services use the following Windows-compatible software: Microsoft Office or Corel WordPerfect. The Authority requests proposals for a professional services contractor to provide the following services:

A. *The Five Year Review Application for the Crescent City Landfill*

- A1. Closure Cost & Documentation Review.** This task includes review of Closure Cost Estimates, Actual Closure Expenses and identify other changes (if any) that should be included in an updated Post-Closure Maintenance Plan for the Crescent City Landfill.

To become familiar with what information will need to be gathered to update the Closure Cost projection as required under Title 27 of the California Code of Regulations, section 22101. Contractor will review the following:

- A) **'Crescent City Landfill Closure and Post-Closure Maintenance Plan' (September 1994, BVA)**
- B) **Crescent City Landfill Closure and Post-Closure Maintenance Plan Amendment 1' (May 2005, BVA),**
- C) the documentation of the expenses paid in association with landfill closure as summarized in the Authority's records and files,

Under this Task, Contractor will also confer with Authority and County staff to identify planned changes (if any) that should be incorporated into an updated Post-Closure Maintenance Plan. At the time this RFP was printed, Authority staff were not aware of any such changes.

- A2. **Produce 'Non-water release corrective action estimate.'** Update closure cost estimates and substitute materials as required as needed to produce a 'non-water release corrective action cost estimate' as required under 27 CCR 22101(b)(1)(B).

The referenced section of the regulations adds a requirement that as part of the Five Year permit review of the closed Crescent City Landfill, the Authority is expected to include a cost estimate for corrective action should there be a 'non-water release,' as might be associated with a major earthquake. Contractor will generate this cost estimate by providing the most recently approved closure cost estimate, adjusted as necessary, to reflect actual closure expenses updated with current unit costs. Contractor will produce these cost estimates as required under 27 CCR 21780(a), prepared and/or certified by a registered civil engineer, with backup documentation.

- A3. **Submit Draft Five Year Review Application** including the 'non-water corrective action estimate'

Under this task, Contractor will draft a complete Five Year Review application for the Crescent City Landfill including the 'non-water corrective action estimate' as well as any required text changes to the Post-Closure Maintenance Plan. This draft will be submitted to Authority staff for review and comment in an electronic format to facilitate the comment and revision process.

- A4. **Submit Final Five Year Review Application**

Under this task, Contractor will review the comments from Authority staff (if any) and revise the draft submitted under task A3 based on the comments and any additional necessary research. If any comment by Authority staff suggested a specific change to the final document that was not made, Contractor will submit a brief written explanation regarding either how the comment was addressed within the final document or the Contractor's rationale regarding how the issue of concern was addressed (or not) within the document.

After accepting the final Five Year Review application from Contractor, Authority staff will assume responsibility for submittal to the LEA, CalRecycle and other agencies as needed.

A5. Follow-up Responses As Needed

The budget for this task will include three additional hours for response to comments (if any) following the Authority's submittal of the document form tasks A4 to CalRecycle and other responsible agencies. Hours for this task will be billable only if the Authority submits additional questions to Contractor after the submittal to the Final Five Year Review Application.

A6. Additional expenses if selected to complete 'A' Tasks only

Contractor will include under this task all additional expenses for mobilization, etc. if Contractor is selected to only complete the section 'A' Tasks for 'Landfill Post-Closure Plan Update' tasks described in this RFP. This information will facilitate a side-by-side comparison if one or more proposals do not address both sections of the Scope of Services. Note that if one Contractor is selected to complete all tasks under sections A and B, no payments will be made under Tasks A6 or B8.

B. Gas Investigations at the Crescent City Landfill

B1. Revise the Waste In Place Estimate for the Crescent City Landfill

The Waste In Place estimate for the Crescent City Landfill as submitted in December 2010 is included in Exhibit E. If the waste in place at the Crescent City Landfill can be demonstrated to be less than 450,000 tons, such a determination has potential to significantly reduce the Crescent City Landfill gas monitoring and reporting requirements. Considering the uncertainty of the methods used to initially calculate the tons in place, the Authority will entertain proposals to refine or revise this estimate using new (preferably non-intrusive) analytical methods, such as using a remote sensing method to more accurately depict the topography of the base of refuse in the landfill mound, or improving the accuracy of the assessment of density of the waste in-place under the landfill cover.

Accordingly, if Contractor can describe a method that has significant potential to demonstrate to the satisfaction of the NCAQMD staff that fewer than 450,000 tons of waste are in place under the liner and cap materials of the closed Crescent City Landfill, the Authority may include this task in the scope of services for this section.

The price proposal for this task will include personnel and services necessary for the investigation, analysis, and staff time needed to prepare a draft and final revised WIP estimate, stamped by a registered engineer. Though the price proposed for task B1 will be included as part of the price proposal evaluation, the Authority may opt to *exclude* this task from the scope of services, depending on cost and perceived potential to improve the accuracy of the Waste In Place estimate for the Crescent City Landfill.

B2. Landfill and Gas monitoring data review

Under this task, Contractor will review all documents in Exhibit E as well as Authority records pertaining to volumes and tonnages of materials disposed in the Crescent City Landfill, aerial survey history, and other documents from the Authority files relevant to the Gas Investigations of the Crescent City Landfill and other information needed to complete task B3.

B3. Spreadsheet analysis

Contractor will conduct an engineering investigation regarding the volume and composition of the gases being passively vented at the Crescent City Landfill, to determine the landfill gas heat input capacity, as required under the California Code of Regulations, section 95471(b)(1). Under this task, Contractor will input the relevant data to complete the Air Resources Board's Landfill Emissions Tool Version 1.2, which is included in Exhibit E, and may be found at this URL:

www.arb.ca.gov/cc/protocols/localgov/pubs/landfill_emissions_tool_v1_2_2010-06-03.xls

B4. Data collection

Contractor will also conduct an investigation, as described under 17 CCR 95471(b)(3)(B), measuring the gas flow rates (in scfm units) using a flow measuring device such as a standard pitot tube and methane concentration (percent by volume) using a hydrocarbon detector meeting the requirements of 17 CCR 95471(a) from each of the 47 venting pipes within the waste mass. Each gas flow rate must be multiplied times its corresponding methane concentration to obtain the individual methane flow rate. The individual methane flow rates must be added together then multiplied by the gross heating value of methane of 1,012 BTUs/scf to determine the gas heat input capacity.

As part of this task, Contractor will identify at least two sources from which Authority staff may procure a replacement for the 'U-tube' cap piece for one gas vent on the top deck of the landfill damaged by vandalism and arson earlier this year (V-21 in Phase 2, as indicated on the scanned blueprint for the 'Gas Venting System' from the Crescent City Landfill Closure Plan included in Exhibit E).

B5. Data analysis

Based on the results from tasks B2, B3 and B4, Contractor will determine the landfill gas heat input capacity. If the larger of the results from tasks B2 and B3 are less than 3.00 MMBtu/hour, Contractor will compile the presentations of these results under Task B6.

If the one or both of the results from task B3 or B4 is more than 3.00 MMBtu/hour, Contractor will present strategies to bring the Crescent City Landfill into compliance with landfill gas monitoring and control regulations. Considering these discussions with Authority staff, Contractor will include in the report described by tasks B6 and B7 recommended methods and procedures to complete or contract for a surface emission demonstration as described in

17 CCR 95463(b)(2), or to contract for preparation of a design plan as described in 17 CCR 95464-95476.

B6. Draft Crescent City Landfill Gas Heat Input Capacity Report

Contractor will compile the results of tasks B2, B3, B4, and B5 into a single report, including monitoring records and supporting documents, into a draft 'Crescent City Landfill Gas Heat Input Capacity Report' meeting the requirements under 17 CCR 95463(b), and describing and summarizing all landfill gas monitoring and reporting requirements for the Crescent City Landfill. If the Authority includes task B1 in the scope of services, the Authority Director may choose to include this information in the reports for tasks B6 and B7 also. This draft will be submitted to Authority staff for review and comment in an electronic format, including the spreadsheet analysis from task B3, to facilitate the comment and revision process.

B7. Final Crescent City Landfill Gas Heat Input Capacity Report

Under this task, Contractor will review the comments from Authority staff (if any) and revise the draft submitted under task B6 based on the comments and any additional necessary research. If any comment by Authority staff suggested a specific change to the final document that was not made, Contractor will submit a brief written explanation regarding either how the comment was addressed within the final document or the Contractor's rationale regarding how the issue of concern was addressed (or not) within the document.

After accepting the Final Crescent City Landfill Gas Heat Input Capacity Report from Contractor, Authority staff will assume responsibility for submittal to the NCAQMD, LEA, CalRecycle and other agencies as needed.

B8. Follow-up responses as needed

The budget for this task will include three additional hours for response to comments (if any) following the Authority's submittal of the final report from task B7 to NCAQMD and other responsible agencies. Hours for this task will be billable only if the Authority submits additional questions to Contractor after the submittal to the Final Crescent City Landfill Gas heat Input Capacity Report.

B9. Additional expenses if selected to complete 'B' Tasks only

Contractor will include under this task all additional expenses for mobilization, etc. if they are selected to only complete the section B 'Gas Investigations at the Crescent City Landfill' tasks described in this RFP. This information will facilitate a side-by-side comparison if one or more proposals do not address both sections of the Scope of Services. Note that if Contractor is selected to complete all tasks under sections A and B, no payments will be made under Tasks A6 or B9.

V. PROPOSAL REQUIREMENTS

The Authority invites proposals from companies qualified to provide the requested services described in the preceding sections. The contents and pricing structure of the selected Proposal, this Request for Proposals, and opinions from relevant legal counsels will form the initial basis for negotiating an Agreement for the selected Contractor. The contents of each proposal should address each of the topics from the headings within this Section of the RFP.

A. Project Schedule

Proposer shall comment on the schedule included in Exhibit A, and identify any reasons for proposing any adjustments.

B. Qualifications

1. Experience

Proposals will demonstrate the capacity for the Proposer to complete the Scope of Services. Minimally, this will include demonstrating the Proposer's work experience providing similar or related services. Proposers should particularly highlight experiences related to landfill closure plan preparation and review, landfill gas monitoring, analysis and compliance.

2. Organization Chart, and Resumes of Key Officers and Project Team Leaders

Proposals will include summary resumes of key staff of the Proposer, describe their role in the proposed project and provide an organizational chart for this project. Provide a complete resume of the project manager and other key members of the Proposer's team. As the Authority considers the qualifications of the project manager to be of critical concern, the Authority reserves the right to terminate the contract if project manager or staff changes for this project if such changes are not satisfactory to the Authority.

3. References

Proposals will also include at least five references, including three or more similar or related projects. References will include a brief description of the work completed by the Proposer, the start and end-dates of those projects, worksite address, and names and phone numbers of persons, agencies, or businesses who can comment on the referenced work activities and deliverables.

C. Approach

Proposals shall describe any unique, creative, or more effective aspects of the Proposer's approach to completing each of the tasks in the Scope of Services. Any suggested modification or exceptions to the Scope of Services must be stated clearly within the proposal. Proposals may also include optional tasks or additional optional related services to improve or reduce the cost of water quality monitoring at the Crescent City Landfill, however proposers are advised to include all tasks described in Section IV. The Authority reserves the right, at its discretion, to include or exclude such optional services from the negotiated Agreement for the services described within this RFP.

D. Price Proposal

Exhibit A must be completed for all tasks and submitted, along with a Billing Rate Sheet describing the hourly rates for all project personnel and services, which will be the basis for invoices submitted for the duration of this project. Proposers should also closely examine Exhibit C to see how each price proposal will be considered during the evaluation of all proposals. Proposers may propose to complete either or both sections A and B of the requested services. If a Proposal offers to complete both sections, such proposals may include costs for tasks A6 and B9, for additional expenses should that proposal be accepted for only one section of tasks. If such proposal is accepted for both sections A and B, the costs for tasks A6 and B9 will not be included in the project budget and will not be billable to this project.

VI. EXHIBITS AND FORMS

All documents of this RFP, including Exhibits, are included in the CD-ROM included with this RFP.

- Exhibit A: RFP Schedule, Price Proposal Form
- Exhibit B: Initial Mailing List for this RFP
- Exhibit C: Sample Proposal Evaluation Form
- Exhibit D: Documents related to the Landfill Post-Closure Plan Update
- Exhibit E: Authority documents related to the Landfill Gas Investigation and correspondence with the North Coast Air Quality Management District

REQUEST FOR PROPOSALS FOR Professional Environmental Services at the Crescent City Landfill Exhibit A : RFP Schedule and Price Proposal Form

RFP Mailed
Last Date for Questions
Answers to Questions Issued
Proposals Due:
Anticipated Contract Start Date

Requested Date

6-Nov-12
19-Nov-12
29-Nov-12
17-Dec-12
28-Jan-13

Proposing Company:

A. The Landfill Post-Closure Plan Update

Tasks

- A1. Closure Cost & Documentation Review
- A2. Produce 'Non-water release corrective action estimate'
- A3. Submit Draft Five Year Review Application
- A4. Submit Final Five Year Review Application
- A5. Follow-up responses as needed
- A6. Additional costs if only selected to do 'A' tasks

Requested Date

Contract Start + 3 weeks
Contract Start + 5 weeks
Receipt of Comments on A3 + 2 weeks

Proposed Date

B. Gas Investigations at the Crescent City Landfill

Tasks

- B1. Revise the Waste In Place Estimate
- B2. Landfill and Gas monitoring data review
- B3. Spreadsheet analysis
- B4. Data Collection
- B5. Data Analysis
- B6. Draft Crescent City Landfill Gas Heat Input Capacity Report
- B7. Final Crescent City Landfill Gas Heat Input Capacity Report
- B8. Follow-up responses as needed
- B9. Additional costs if only selected to do 'B' tasks

Requested Date

Contract start + 6 weeks

Contract start +10 weeks
Receipt of Comments on B6 + 2 weeks

Price

Please attach a rate sheet indicating billing rates for a ll personnel and services to be used throughout this project.

Exhibit B

Initial Mailing List for the Request for Proposals for Professional Environmental Services at the Crescent City Landfill

Company	Address	City	State	Zip	Phone	FAX
Stover Engineering	711 H Street	Crescent City	CA	95531	707-465-6742	
SHN Consulting Engineers	812 W. Wabash Ave.	Eureka	CA	95501	707-441-8855	
Winzler & Kelly / GHD	2235 Mercury Way, Suite 150	Santa Rosa	CA	95407	707-523-1010	707-527-8679
Oscar Larson Associates	1140 Harrold	Crescent City	CA	95531	707-464-9788	
HDR Engineers	2365 Iron Point Road, Suite 300	Folsom	CA	95630-8709	916-817-4700	916-817-4747
SLR Environmental Consultants	117 Burgundy Court	Martinez	CA	94553	925-229-1411	925-229-1411
EBA Engineering	825 Sonoma Ave.	Santa Rosa	CA	95404	707-544-0784	707-544-0866
PACE Engineering	1730 South Street	Redding	CA	96001	530-244-0202	
SCS Engineers	3117 Fite Circle, Suite 108	Sacramento	CA	95827	916-361-1297	916-361-1299
Lawrence & Associates	3590 Iron Ct	Shasta Lake City	CA	96019	530-275-4800	530-275-7970
Pacific Waste Services	12925 Alcosta Blvd.	San Ramon	CA	94583	925-244-0392	
Blue Ridge Services	P.O. Box 2212	Atascadero	CA	93423	805-461-6850	805-461-6845

REQUEST FOR PROPOSALS FOR

Professional Environmental Services at the Crescent City Landfill

Exhibit C : Sample Proposal Evaluation Form

	Max Possible	Weighting	Proposal A				Proposal B				Proposal C				Proposal D			
			Raw Evaluation	Weighted			Raw Evaluation	Weighted			Raw Evaluation	Weighted			Raw Evaluation	Weighted		
Project Schedule	1.0	5%		1			0.8	4%			0.9	5%			0.9	5%		
Experience	1.0	10%		0.7			0.7	7%			0.8	8%			0.9	9%		
Team Leaders & Organization Chart	1.0	8%		0.8			0.9	7%			0.9	7%			0.8	6%		
References	1.0	12%		0.7			0.8	10%			0.95	11%			1	12%		
Approach	1.0	15%		0.9			0.6	9%			1	15%			0.8	12%		
Sub-total of Weighted Evaluation, excluding price				40%				37%				46%						
A. The Landfill Post-Closure Plan Update *																		
A1. Closure Cost & Documentation Review																		
A2. Produce 'Non-water release corrective action estimate'																		
A3. Submit Draft Five Year Review Application																		
A4. Submit Final Five Year Review Application																		
A5. Follow-up responses as needed																		
A6. Additional costs if only selected to do 'A' tasks			\$ 1,000				\$ 10,000				Not Proposed				\$ -			
			\$ 6,000				\$ 0.83								\$ 8,000			
			1.39												\$ 1.04			
Total for all 'A' Tasks, excluding A5				34.7%				20.8%										26.0%
25% **																		
B. Gas Investigations at the Crescent City Landfill *																		
B1. Revise the Waste In Place Estimate																		
B2. Landfill and Gas monitoring data review																		
B3. Spreadsheet analysis																		
B4. Data Collection																		
B5. Data Analysis																		
B6. Draft Crescent City Landfill Gas Heat Input Capacity Report																		
B7. Final Crescent City Landfill Gas Heat Input Capacity Report																		
B8. Follow-up responses as needed																		
B9. Additional costs if only selected to do 'B' tasks																		
			\$ -				Not Proposed				\$ 12,000				\$ 800.00			
			\$ 10,000								\$ 0.88				\$ 9,000			
			1.06												\$ 1.18			
Total for all 'B' Tasks, excluding B7				26.5%														29.4%
25% **																		
Sub-Total of Weighted Evaluation, excluding price				40.3%				36.8%				46%						43.9%
Price Evaluation for 'A' tasks only x 2				69.4%				41.7%				NA						52.1%
Price Evaluation for 'B' tasks only x 2				53.0%				NA				44.17%						58.9%
Price Evaluation for All Tasks, excluding A5 and B7				52.9%				NA				NA						48.3%
Evaluation for A Tasks ONLY			\$ 7,000				\$ 10,000				\$ 12,000				\$ 8,000			96.0%
Evaluation for B Tasks ONLY			\$ 10,000												\$ 9,800			102.8%
Evaluation for All Tasks			\$ 16,000												\$ 17,000			92.2%
Recommended for Both Tasks																		
for \$16,000																		

* If a Proposer only proposes on A or B, their Price Proposal will be compared to other proposals for the same section.


** The raw evaluation for each price proposal is equal to the average of all price proposals divided by the price proposal for the section under evaluation



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

Addendum 1

Date: 26 November 2012
To: Potential Respondents to the Request for Proposals (RFP) for
From: Kevin Hendrick, Director
Tedd Ward, Program Manager 

Process

1. Please sign and FAX or otherwise return the Acknowledgment Page for Addendum 1, to assure that you have received and considered the contents of this Addendum in your response to the RFP. Most recent Addenda supersede previous addenda and the RFP, which supersede verbal clarifications made over the phone or in-person.

Contents

This addendum incorporates all Answers to Questions provided to date regarding this RFP.

1. **Change of Response Deadline for this Request for Proposals to 07 January 2013.**
2. **Answers to Questions submitted regarding the Request for Proposals for Professional Environmental Services for the Crescent City Landfill**
3. **Enclosed CD-ROM including files referenced in Answers to Questions.**
4. **Acknowledgment and Receipt of Addendum #1**

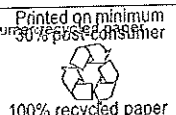
26 November 2012

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A Joint Powers Authority of

the City of Crescent City and County of Del Norte
& member, North Coast Recycling Market Development Zone

Printed on minimum 30% post-consumer recycled paper



1. Change of Response Deadline for this Request for Proposals to 07 January 2013

Proposals must be received at the Del Norte Solid Waste Management Authority office at 1700 State Street, Crescent City, CA 95531, Attention: Director, by 4:30 P.M. on Monday, 7 January 2013.

Accordingly, section II.D.3. of the RFP is hereby revised as follows:

3. Four **copies** of the proposal shall be mailed or delivered in a sealed package, to the above noted address. **The package must be received at the Authority's offices by 4:30 p.m. on Monday, 7 January 2013.** The package must be clearly labeled on the outside and inside with the name of the firm submitting the proposal and the address stated above (with the words: "Crescent City Landfill Environmental Services Proposal" on the package). One of the copies of the proposal shall be unbound and single sided to ease further copying, and this copy shall be labeled 'Original.' This 'Original' copy shall govern in the event of any inconsistency among copies of the proposal.

2. Answers to Questions submitted regarding the Request for Proposals for Professional Environmental Services for the Crescent City Landfill

Q1. Will the County provide the winning consultant with electronic files copies (PDF) and/or hard copies of the Final Closure Plan and Final Postclosure Maintenance Plans, or will the consultant need to mobilize to the County office to review?

A1. The Final Closure Plan and Amendment 1 will be available to Contractor during site visits, and if needed by the Contractor, Authority staff will scan any sections of relevant documents to a portable document format (pdf) file upon request. This document is not being provided in its entirety due to the large number of pages, drawings, and the narrow technical nature of many of the appendices.

Q2. Please provide a detailed description or illustration of the "U-tube" cap piece (i.e., construction materials [PVC, steel, etc.], diameter, height, etc.).

A2. Enclosed is a color copy of three pictures showing the landfill gas vents from the Phase 1 and Phase 2 portions of the closed Crescent City Landfill. Each 'u-tube' cap piece is not glued in place and is constructed of two 90-degree elbows connected by a short straight connecting piece. The imprinted text from the Phase 2 elbow pieces is indicated. The opening of the 'U-tube' cap pieces have an internal diameter of 6.75 inches and an external diameter of 7.5 inches, and are made from Schedule 80 PVC.

Q3. Is there a discussion in any existing reports that provides a summary of the geology beneath the landfill?

A3. The hydrology under the landfill may be characterized as two water bearing zones (henceforth referred to as 'shallow' and 'deep') separated by a semi-permeable marsh deposit between one-half and three feet thick. Several monitoring wells are established as pairs, one each for the shallow and deep water-bearing zones, such as well E-3 Shallow and well E-3 Deep. For both the shallow and deep water bearing zones, groundwater generally flows from the northwest of the property towards the southeast. It is worth noting that well W-6W Deep is actually mostly screened within the marsh deposit, with just the lower two feet of the well screened below the marsh deposit. Well SM-6 is screened entirely within the marsh deposit. On the enclosed CD-ROM is the text of the 'Feasibility Study for Corrective Action Program Crescent City Landfill, Crescent City, CA' (January 2003, Winzler & Kelly Consulting Engineers) which provides a more comprehensive description of the shallow Dune Aquifer, Marsh Deposit, and deep Battery aquifer as they have been encountered and monitored below the landfill property.

Q4. Can you provide several exploratory boring logs for existing monitoring wells that provide a good representation of the underlying lithology beneath the landfill?

A4. The enclosed CD-ROM includes well drilling logs for Well W2 Deep, Well 6E Shallow, Well 6W-Deep, as well as Excel workbooks indicating the depth to groundwater measurements for 2011 and 2012. The first page of the workbook '2012 Data H20.xls' entitled 'Well coordinates' provides the northing and easting coordinates of each well, and the page 'Jan_Levels' indicates the following data for each well: the elevation in feet above Mean Sea Level (MSL) of the top of each well casing, the elevation with respect to MSL of the top and bottom of the area

screened in each well, and the elevation of the 'marsh deposit' aquitard if such information was indicated on the boring log for that well.

Q5. What is the depth to groundwater in proximity of the landfill?

A5. The enclosed CD-ROM includes maps produced by the Del Norte County Engineering department reflecting the depth-to-groundwater contours for both the Shallow (or Dune) aquifer and Deep (Battery) aquifer for January and August 2011 and January 2012. Based on this analysis, groundwater beneath the landfill mound in January varies from about 41 feet above MSL near under the northwest edge of the landfill mound to about 27 feet above MSL near the southeast tip of the landfill around well SM-6.

Q6. Is there any electrical conductivity (EC) and/or total dissolved solids (TDS) water quality data for the site monitoring wells that can be provided for review?

A6. Field data collected in association with groundwater sampling is included in the two Excel Workbooks '2012 Data H2O.xls' and '2011 Data H2O.xls'. Another Excel workbook '1211 CCLF tds_cod.xls' summarizes a portion of the landfill groundwater sampling data gathered since 1995 (and in some cases earlier), including total dissolved solids (TDS) and specific conductance data. The data summarized in this workbook came from laboratory analysis, not field samples tested using a hand-held meter.

3. Enclosed CD-ROM including files referenced in Answers to Questions.

4. Acknowledgment and Receipt of Addendum #1

FAX to: (707) 465-1300

or e-mail to: tedd@recycledelnorte.ca.gov

or mail to: Attention: Tedd Ward
Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531

Acting on behalf of _____ (name of company), I acknowledge that we have received all pages and enclosures of Addendum #1 to the Request for Proposals (RFP) for Professional Environmental Services for the Crescent City Landfill. Furthermore, I assure that we will review and share this information as necessary with all parties collaborating on our response to this RFP.

A signed copy of this acknowledgement will be included with our proposal, if we choose to submit one.

signed _____

Title: _____

date: _____

phone: _____

- ☐ By checking the box at left, I am indicating that our company has decided not to respond to this RFP, and I am hereby requesting that you may remove us from the mailing list for further communications regarding this project.



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

Staff Report

Date: 30 November 2012

To: Commissioners of the Del Norte Solid Waste Management Authority

From: Tedd Ward, Program Manager *Tedd*

Subject: Transfer Station Operations Agreement with Hambro/WSG

Summary / Recommendation: No action required. This report describes the basic services provided by Hambro/WSG to the Authority both prior to and under the Transfer Station Operations Agreement to the Authority, as a context for Board discussions about changes to Hambro Forest Products, Resource Recovery Solutions, the Eco-Store, Snoozie Shavings, Eco-Nutrients and other current and former companies affiliated with the Hambro Group. Hambro/WSG continues to provide excellent service at the Del Norte County Transfer Station (DNCTS) under this agreement, and Authority staff are not recommending any changes at this time.

Background: In the early 1990's, Authority staff worked with Hambro Forest Products to increase the community capacity to manage fish wastes, which at that time were dumped with minimal processing at the Crescent City Landfill. Aided in part by grants from the US Forest Service, Eco-Nutrients was created as a Hambro affiliate, and they processed fish and crab wastes for a variety of animal feed, organic fertilizer, and specialty markets. During this period, Snoozie Shavings was also the largest processor of yard and wood wastes for fuel for the Cresdek flooring plant, and as a material to be blended with some of the fish by-products to produce their 'dirty fines' soil amendment product.

Following a competitive Request for Proposals (RFP) process, the Authority Board selected Hambro/WSG to be the Operations contractor for the Del Norte County Transfer Station, and the Agreement was signed on 03 March 2003, for a term of 25 years. Prior to the opening of the transfer station in March 2005, Hambro/WSG commented on the transfer station design and prepared their plans for operation. Costs and procedures for disposal of materials from the Del Norte County Transfer Station are controlled by a separate agreement between Hambro/WSG and Rogue Valley Disposal which operates the Dry Creek Landfill. The Authority approved the

13 January 2012

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A Joint Powers Authority of

the City of Crescent City and County of Del Norte
& member, North Coast Recycling Market Development Zone

C.I

general form and terms and is a third-party beneficiary under this disposal agreement. The Authority could, if needed should the current transfer station operator default, assign this disposal agreement to a successor Transfer Station Operator. This arrangement was developed in part to limit the potential future disposal-related liability of the Authority and its member agencies.

Payments for the services provided by Hambro/WSG at the Del Norte County Transfer Station are based on the materials as they are recorded by the Authority's gate attendants. The payment for each material is based on the quantity received, and three components of each Operations Fee: Operations, Transport, and Recovery or Disposal. The prices for these operations service fee components are adjusted annually based on 80% of the change to the Consumer Price Index for All Urban Consumers, though annual price increases are capped at 3%. The reason for having separated components to the Operations fees is so that if circumstances change that significantly impact one component of the rates, as a dramatic rise in fuel prices might impact Transport costs, then the Board can limit the impact of such fee changes on rates without being unfair to its contractor.

Transfer Station Operations services include processing, storage, packaging, marketing, weighing, transporting, recycling and disposing materials, as well as maintenance of transfer station buildings, containers, vehicles, and equipment, and required reporting. Hambro/WSG also provides and maintains all 'rolling stock' equipment, such as the loader, baler, and tire cutter. Hambro/WSG also conducts regular load checks to control and reduce the amount of hazardous materials disposed with the mixed wastes from the Del Norte County Transfer Station, and police litter along Elk Valley Road between Highway 101 and Howland Hill Road.

The Hambro Group has historically included subsidiaries that have indirectly supported Hambro/WSG activities, though none were identified as independent subcontractors. So regardless of the status of any other former company from the Hambro Group, Hambro/WSG remains contractually bound to perform all services described in our Operations Agreement. The following are brief descriptions of the Hambro subsidiaries that have provided support services related to the transfer station:

- **Snoozie Shavings** has been providing trucking services for materials moving from the DNCTS to the Dry Creek Landfill or to scrap markets, and they received, processed, composted, and burned wood wastes from the DNCTS for 'hog fuel' for the **Cresdek** flooring plant. Snoozie Shavings also accepted holiday trees each year, and received leaves and brush from landscaping contractors;
- **Resource Recovery Solutions** was the parent company operating the Eco-Store, which has now closed. The **Eco-Store** was the sales outlet for a variety of materials and products salvaged from the Reuse area at the DNCTS. Since closure of the **Eco-Store**, Hambro/WSG has arranged so many of these materials continue to be offered for sale at a local thrift store. Resource Recovery Solutions also received appliances and metals for recycling, and collected metals and corrugated cardboard for a brief period. Hambro/WSG also used the Resource Recovery Solutions baler to process materials from the DNCTS.
- **Eco-Nutrients** processed fish and crab wastes as feedstock for a variety of products since 1994. No fish wastes have been disposed at the DNCTS since it opened in 2005.



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

December 11, 2012

TO: Board of Commissioners
FROM: Kevin Hendrick, Director
RE: Expiration of the Third Amendment to the Joint Powers Agreement

RECOMMENDATION: Consider whether to allow the 10 member Board expire on December 31, 2012 according to the terms of the Third Amendment to the Joint Powers Agreement or to recommend that the City Council and Board of Supervisors adopt an additional amendment before the end of the year to extend the 10 member Board for an additional period of time. (draft amendment attached)

BACKGROUND: In September 1992, the City of Crescent City and the County of Del Norte approved a joint powers agreement forming the Del Norte Solid Waste Management Authority. In October 2011 the City Council and County Board of Supervisors adopted the Third Amendment to the JPA whereby the Authority Board was expanded to include all 5 members of the City Council and all 5 Board of Supervisors (attached) This amendment expires on December 31, 2012.

DISCUSSION: Over the last 14 months the ten members of the Board of the Del Norte Solid Waste Management Authority have spent a considerable amount of time evaluating the JPA and a number of changes have been suggested that would allow the Board to reform the purpose of the JPA to more accurately reflect the current needs of the community. All of these changes have been incorporated in to the First Amended JPA and earlier this year the City Council and the Board of Supervisors each unanimously adopted the First Amended JPA (attached). This revised JPA goes into effect when the Third Amendment to the JPA expires on December 31, 2012, if no further action is taken. The changes in the First Amended JPA include:

- Clarification of the process for adopting the Authority budget
- Eliminating all compensation to Commissioners for attending meetings
- Updated statement of purpose of the JPA to reflect current activities
- Revised process for ordinances, requiring ratification by the City Council and the County Board of Supervisors
- Revised the appointment process for selecting the public member and alternate public member to require annual approval by the City Council and the County Board of Supervisors

If there is interest in extending the period of the 10 member Board, Authority legal counsel advises that it would be more convenient and simpler if the Board of Supervisors and City Council each adopt the new amendment before December 31, 2012.

A Joint Powers Authority of
the City of Crescent City and County of Del Norte
& member, North Coast Recycling Market Development Zone

7.1

**Amendment to Extend the Third Amendment to the Joint Powers
Agreement between the City of Crescent City and the County of Del Norte
creating the Del Norte Solid Waste Management Authority**

This amendment to the Third Amendment to the Joint Powers Agreement creating the Del Norte Solid Waste Management Authority is entered into by and between the City of Crescent City, a municipal Corporation ("City"), and the County of Del Norte, a political subdivision of the State of California ("County").

RECITALS

On or about September 4, 1992, the City and the County entered into a joint powers agreement to create the Del Norte Solid Waste Management Authority. Subsequently, the City and the County entered into the First, Second and Third Amendments to that Agreement.

Now, the City and the County wish to amend the Third Amendment to the Joint Powers Agreement creating the Del Norte Solid Waste Management Authority as follows:

AMENDMENT

1. This Amendment is effective December 31, 2012.
2. Paragraph 1 of the Third Amendment to the Joint Powers Agreement is amended to read, in full, as follows:

This amendment is effective commencing October 26th, 2011 and expires on its own terms on _____.

WHEREFORE, the parties have executed this Agreement this ____ day of December, 2012, at Crescent City, California.

CITY OF CRESCENT CITY

COUNTY OF DEL NORTE

Richard Enea, Mayor

Michael Sullivan, Chair

ATTEST:

ATTEST:

Robin Patch, City Clerk

Jeremi Ruiz, Clerk of the Board

Third Amendment to the Joint Powers Agreement between the City of Crescent City and County of Del Norte creating the Del Norte Solid Waste Management Authority

This third amendment to the joint powers agreement between the City of Crescent city, a municipal corporation ("City") and of the County of Del Norte, a legal subdivision of the State of California ("County") creating the Del Norte Solid Waste Management Authority ("Authority") is entered into this 26th day of October, 2011, consists of the following terms:

RECITALS

On or about September 4, 1992, the City and the County entered into a joint powers agreement to create the Del Norte Solid Waste Management Authority. Subsequently, the City and County entered into the First and Second Amendments to that agreement.

Now, the City and County wish to enter into a third amendment to bring about interim changes in the governance of the Del Norte Solid Waste Management Authority, subject to the following terms and conditions:

AMENDMENTS

1. This amendment is effective commencing October 26th, 2011 and unless extended by further amendment to the joint powers agreement expires of its own terms on December 31, 2012.
2. Beginning November 10, 2011, and notwithstanding any other provision of the original joint powers agreement or the first or second amendments thereto, the first sentence of paragraph 3.1 of the joint powers agreement is amended to read, in full, as follows:

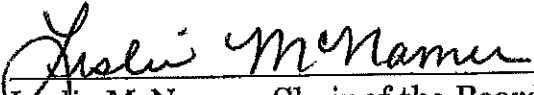
Voting Commissioners: DNSWMA shall be administered by a governing board consisting of the full sitting membership of the Del Norte County Board of Supervisors and the full sitting membership of the City Council of the City of Crescent City.

3. Notwithstanding any other provision of the original joint powers agreement or the first or second amendments thereto, all references in the JPA documents to the "governing board" or to the "commission" of the Authority

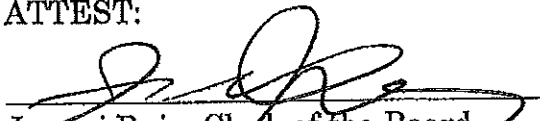
shall be interpreted to refer to the governing board as constituted in paragraph 2 of this amendment.

4. A quorum of the governing board is six. Any action taken by the governing board, other than an action to adjourn, requires a minimum of three votes of the Board-of-Supervisors members and three votes of the City-Council members.
5. Any provision of the original joint powers agreement or the first or second amendments thereto that is inconsistent with paragraph 2 hereof, such as provisions for the appointment of a public member or for the appointment of alternate members, will be disregarded during the effective period of this Third Amendment.
6. Beginning on October 26, 2011, members of the governing board will receive no compensation. However, they must be reimbursed for their actual and necessary expenses incurred while performing the duties and activities of the board, consistent with the travel policies of the Authority.


The parties so agree as of the date first written above.


Leslie McNamer, Chair of the Board
Del Norte County Board of Supervisors

ATTEST:


Jeremi Ruiz, Clerk of the Board


Charles Slert, Mayor
City of Crescent City

ATTEST:

Robin Patch, City Clerk
City of Crescent City

*FIRST AMENDED
JOINT POWERS AGREEMENT
BETWEEN THE CITY OF CRESCENT CITY
AND THE COUNTY OF DEL NORTE
CREATING
THE DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY*

THIS AGREEMENT is made and effective on the last date executed below by and between the City of Crescent City, a municipality ("City"), and the County of Del Norte, a political subdivision of the State of California ("County"), (collectively referred to as "Parties" or "Charter Members") acting through their respective legislative bodies, concerning the following facts:

WHEREAS, each of the Parties to this Agreement is a "public agency" as this term is defined in Section 6500 of the Government Code of the State of California; and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California, commonly known as the Joint Exercise of Powers Act, two or more public agencies may, by Agreement, jointly exercise any power common to the contracting Parties; and

WHEREAS, each of the Parties hereto has the power, in addition to other powers which are common to each of them, to site, develop, construct and operate sanitary landfills for the collection and disposal of garbage, trash and rubbish generated within each of the Parties' territorial boundaries; and

WHEREAS, the California Integrated Waste Management Act of 1989 ("Act") requires each of the Parties to prepare a source reduction and recycling plan which includes a landfill siting element; and

WHEREAS, the Parties have found that it is to their mutual advantage and benefit to work together and share costs to prepare a source reduction and recycling plan that meets the requirements of the Act; and

WHEREAS, the Parties find that it would be to their mutual advantage and benefit to work together and share costs to implement the recommendations of the Solid Waste Management Options Plan and the Liquid Waste Management Options Plan as well as any other options for waste disposal and waste handling, and

WHEREAS, it is the desire of the Parties to use any power that they have in common which is reasonably necessary and appropriate to aid in the accomplishment of these goals; and

WHEREAS, it is the intent of the Parties that other public agencies within the County that exercise the same common powers of DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY (DNSWMA) shared by the Parties may at a later date join the agency established by this Agreement as nonvoting public agency members by paying a pro rata share of the organization, development and other costs of expenditures of the agency, as determined by the agency board created herein; and as provided for by contract between DNSWMA and said participating nonvoting public agency member;

WHEREAS, except as this agreement relates to liquid waste disposal the DNSWMA shall not have any jurisdiction relating to City's waste water treatment, treatment facilities and sewer system and this jurisdiction is expressly reserved to City.

NOW, THEREFORE, based upon the mutual promises contained herein, the Parties hereby agree as follows:

1. Creation:

Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with § 6500), the Parties hereto hereby create a public agency, separate and apart from the Parties, to be known as the DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY ("DNSWMA"), which shall administer this Agreement.

1.1. Office. DNSWMA office is at 1700 State Street, Crescent City, California. The location of its principal office may be set from time to time by resolution of the governing board.

1.2. Liability. It is the intent of the parties, in entering this Agreement, that City and County shall not incur any increased monetary liability than it had prior to the effective date of this Agreement relating to the powers and duties transferred in this Agreement to DNSWMA - including, but not limited to, such duties that relate to the management and closure of the present Sanitary Landfill - and to any extent that this agreement imputes such liability, the agreement shall, to that extent, be void and have no operation or effect. The entry into this Agreement shall not impute any liability to City for any prior acts of County, its residents, businesses, agents, employees and franchisees; nor impute any liability to the County for any prior acts of the City, its residents, businesses, agents, employees and franchisees.

1.3. Contributions. In creating DNSWMA as a separate entity neither the City of Crescent City nor the County of Del Norte shall have any increased obligation to make any contributions, including any funds nor staff (except the two appointed commissioners), to assist DNSWMA in carrying out its functions. However the Charter Members may, in the sole and absolute discretion of each, contribute such funds as their respective legislative bodies deem appropriate and expedient in their budgetary processes. Notwithstanding the foregoing, the County and City shall immediately turn over to DNSWMA's treasurer all unexpended funds earmarked for the functions of DNSWMA now held and subsequently received by County and City. This includes funds received from the "Solid Waste Benefit Assessment" and any funds that may be received from a sales tax initiative now pending before the electorate.

1.3.1. Additional Funding. Upon the request or approval of DNSWMA, any Party hereto may make payments, advances or contributions to DNSWMA.

from its treasury for all purposes set forth herein, and upon request or approval of DNSWMA, may contribute funds, personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to and may be disbursed or used by the agency herein created. The terms of any advance, payment or contributions and any repayment thereof shall be as mutually agreed upon between the contributor and DNSWMA.

1.3.2. Repayment or Return of Contributions. Repayment or return to any contributing Party of all or part of any payment, advances or contributions in cash or in kind may be authorized by the Commission from revenues produced from the operation of the agency or from the proceeds of the issuance of bonds or other evidences of indebtedness by the agency. Repayment or return of contributions shall be made on a pro rata basis at the time specified by the Commission in conformity with Government Code Section 6512.1.

1.4. Debts. None of the debts, liabilities or obligations of DNSWMA shall be the debts, liabilities or obligations of any of the Charter Members unless assumed in each particular case by resolution of the governing body of the Party to be charged.

1.5. Accountability: DNSWMA shall be held strictly accountable for all funds and shall make an annual report to all Parties to this Agreement of all receipts and disbursements, all according to Section 6505 of the Government Code and other applicable statutes, using established accounting practices.

1.6. Boundaries. The jurisdiction of DNSWMA shall encompass all the incorporated and unincorporated territory within the geographical boundaries of the County of Del Norte, State of California.

1.7. Affirmative action. DNSWMA shall follow the mandate of Government Code § 6522 relating to minority and women participation goals.

1.8 Claims. All claims and actions for money or damages against DNSWMA and its officers and employees are governed by Division 3.6 (commencing with section 810) of Title I of the government Code of the State of California. DNSWMA shall be deemed a "public entity" within the meaning of Division 3.6 of Title I of said code.

1.9. Interests in contracts. The provisions of Article 4 (commencing with section 1090), Article 4.5 (commencing with § 1100) and Article 4.6 (commencing with § 1120), Chapter 1, Division 4, Title 1, of the Government Code of the State of California prohibiting certain financial interests in public contracts shall apply to the officers, directors and employees of DNSWMA.

1.10. Enforcement. DNSWMA is hereby authorized to take any or all legal actions necessary and permitted to enforce this Agreement.

1.11. Assignment of franchises. Effective immediately, the Charter Members, in entering this Agreement hereby consent to the assignment, and do hereby assign, all right, title and interest in each entity's franchise. The Charter Members shall adopt such ordinances or resolutions necessary to effectuate this intent. With this assignment the right to receive franchise fees shall pass to DNSWMA from the Charter Members.

1.12. Organizational expenses. DNSWMA shall reimburse the Charter Members for all costs and expenses, including staff time and attorney's fees, incurred by them in its organization.

2. Purpose:

The purpose of this Agreement is for the:

- A) Planning, siting, permitting; developing, constructing, maintaining, managing and providing gate attendants for public disposal sites, transfer stations, and/or sanitary landfills, and planning for and securing the services of necessary non-disposal processing facilities or other options related to recovering discarded resources and processing those materials to increase their value;
- B) Preparing, implementing, and providing related monitoring, reporting, updates and revisions for programs of a Regional Agency Integrated Waste Management Plan as required under the California Integrated Waste Management Act of 1989 as amended (California Public Resources Code commencing with section 40050), including programs related to used motor oil, oil filters, and household hazardous wastes and other materials and products banned from mixed waste disposal;
- C) Defining and monitoring the service standards for collections of discards in the incorporated and unincorporated area of County and the ability to grant franchises for waste hauling and/or collection and processing of mixed recyclable materials, in its discretion;
- D) Exercising all setting and controls on maximum rates to be charged to the public for discard collections services, and solid waste and recycling services in Del Norte County, and other appropriate powers reasonably necessary to carry out the purpose of this Agreement, including securing disposal capacity for Del Norte County residents, agencies, and businesses as required under Public Resources Code sections 41701 and 41703;
- E) Developing, securing adoption, and implementing Ordinances and programs to control and prosecute illegal dumping and blight in Del Norte County associated with solid waste accumulation and storage; and
- F) Post-closure maintenance, monitoring, reporting and remediation related to the Crescent City Landfill as required by relevant Orders from the Regional

Water Quality Control Board, North Coast Region, the California Department of Resources Recycling and Recovery (CalRecycle) and the North Coast Air Quality Management District.

3. Composition of the Commission:

3.1. Voting Commissioners: DNSWMA shall be administered by a governing board of five (5) voting members composed of two elected members of the legislative body of the City of Crescent City duly appointed to the governing board by City's City Council; two elected members of the Board of Supervisors of the County of Del Norte duly appointed to the governing board by County's Board of Supervisors; and a fifth member chosen by the four appointed members, whose appointment shall require approval from the City Council and the Board of Supervisors on an annual basis. At the option of the four appointed members, they may select an alternate for the fifth member. No Party's representative to the commission shall cease to have a representative on the commission if that Party terminates its participation in this Agreement. The governing Board shall be called the "GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY" and each member will be called a "Commissioner." Each of the four commissioners appointed by the entities forming this authority shall cease to be a member of the governing board when he ceases to hold office on the governing body of the public agency that appointed him. Vacancies of a voting member of the governing board shall be filled by the respective appointing parties. Any member of the governing board of DNSWMA may be removed at any time in the same manner that the commissioner was appointed. In addition, each Party to this Agreement shall designate one or more alternates, who shall have the power to vote in the place and stead of the designated representative, or representatives, in his/her absence. Each Party shall file with the Authority a certified copy of the minutes of the meeting or resolution reflecting the appointment of such representative or alternate(s) provided each alternate is an elected member of the legislative body of each party.

The commissioners appointed by the Charter Members shall take office immediately upon execution their appointment.

The voting commissioners shall be reimbursed for reasonable and necessary expenses incurred in the performance of their duties as provided in the bylaws.

3.2. Nonvoting Public Agency Members: Public agencies that jointly exercise any power common to DNSWMA ("Associate Members"), other than the Parties hereto, may be granted the status of a nonvoting public agency member of DNSWMA by the Commission. If any "public agency," as such term is defined in Section 6500 of the Government Code of the State of California, desires to participate, as a nonvoting member, it may do so by separate agreement with

DNSWMA then and payment to DNSWMA of a pro rata share of organization, planning and other costs and charges as determined by the Commission to be appropriate. Any reimbursement for expenses of the nonvoting commissioners shall be as provided in the bylaws. Each nonvoting commissioner shall serve at the pleasure of the governing board and at the pleasure of the entity that appointed the member. Vacancies shall be filled by the Associate Member,

No person while serving as a Commissioner voting or nonvoting shall be eligible to be appointed to any salaried office or employment of DNSWMA nor shall become eligible for such appointment within one year after he has ceased to be a member of the governing board.

3.3. Fiscal year. The fiscal year of DNSWMA shall begin on July 1 and shall end on June 30th of each successive year.

3.4. Budget. The governing board shall adopt an annual budget not later than June 30 .

4. Organization of the Commission:

4.1. Officers: The governing board shall elect a chairman, a vice chairman, and such other officers as the Commission shall find appropriate, to serve the Commission for a term of one year unless sooner terminated at the pleasure of the governing board and their non-statutory duties shall be as provided in the bylaws or from time to time set by resolution of DNSWMA.

4.2. Employees. The governing board shall have the power to appoint and employ and determine the compensation of such officers, employees, consultants, advisers and independent contractors as may be necessary for the purposes hereof. DNSWMA staff, other than employees of a party performing services for DNSWMA, shall be hired, promoted, disciplined or terminated and shall have such rights of employment as the Commission shall determine subject to any applicable provisions of federal or state law. Nothing herein contained shall be construed as making DNSWMA a department of County or City or as placing any of the officers, counsel, personnel, or employee of DNSWMA under any form of specially protected employment right or status.

4.3. Bonding. From time to time, the governing board shall designate the public officers or persons, in addition to the Treasurer/Controller, having charge of handling or having access to any property of DNSWMA, and the respective amounts of the official bonds of such persons.

4.5. Indemnification. DNSWMA commissioners, employees, and officers shall be entitled to indemnity, to the fullest extent allowed by law, from the DNSWMA for any legal liability arising from the good faith performance of their

duties for the DNSWMA and for such liability incurred as a result of their position with the DNSWMA.

5. Meetings:

5.1. Brown Act: The Commission shall provide for regular meetings and special meetings according to the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, title 5, of the Government Code beginning with Section 54950, or according to such other regulations as the legislature may hereafter provide.

5.2. Quorum. Three members of the governing board shall constitute a quorum for the transaction of business; provided that any affirmative vote shall require at the presence of at least one commissioner appointed by each of the Charter Members, except that none of the terms and conditions set forth in this Agreement, nor any of the procedures expressly provided for herein, may be altered, changed, or amended by such a vote, or by any means, except by written amendment to this Agreement executed by all Parties hereto and ratified by each Party's legislative body.

5.3. Rules. The governing board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

5.4. Regular meetings. The governing board shall, in its bylaws, provide for the frequency of its regular meetings.

6. Powers and Functions:

6.1. General Powers: DNSWMA shall have any and all powers authorized by law to all of the Parties hereto, and separately to the Agency herein created, relating to the acquisition, siting, licensing, construction, financing, disposition, use, operation and maintenance of solid waste handling facilities, disposal sites, disposal contracts and franchise, and/or sanitary landfills for the disposal or recycling of garbage, hazardous waste, rubbish and trash generated within the boundaries of such Parties, and preparation of and implementation of solid waste management plans that meet all the requirements of the applicable regulatory agencies. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All powers common to the Parties are specified as powers of DNSWMA. DNSWMA is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation, or maintain and operate, any buildings, works

or improvements, to acquire, hold or dispose of real and personal property wherever located, or any interest therein, by deed, purchase, lease, contract, gift, devise, or otherwise; to invest; to finance or loan; to issue revenue bonds; to levy taxes; to incur debts, liabilities or obligations (provided no debt shall constitute a debt, liability or obligation of the Charter Members); to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporation and any governmental entity; and to sue and be sued in its own name and bring any action to determine the validity of a contract (California Code of Civil Procedure §860); to apply for, accept, receive and disburse grants, loans and other financial assistance from any agency of the United States government or the State of California, or from any other public agency or from other sources, public and private, and expend such funds for the purposes set out in this Agreement; to obtain insurance; to make rules, ordinances, resolutions, and procedural regulations; generally to do any and all things necessary or convenient to provide reasonable options for the disposal of garbage, liquid waste, rubbish and refuse including the recycling of the same. Any ordinances of the governing board of DNSWMA must be approved by a majority vote of both the City Council and the Board of Supervisors before the ordinance may be adopted.

6.2. Specific powers: Without limiting the foregoing generality, DNSWMA may:

A. Acquire and dispose of all kinds of property and utilize the power of eminent domain, except that the power of eminent domain may not be exercised within the territorial limits of any Party without the consent of said Party;

B. As a separate public entity, issue or cause to be issued bonded and other indebtedness, and pledge any property or revenue as security to the extent permitted by law under Article 2, Chapter 5, Division 7, Title 1 (commencing with Section 6540) of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness of a nonprofit corporation issued on behalf of DNSWMA or its Charter and Associate Members, and to provide for the repayment thereof;

C. Issue equipment trust certificates pursuant to Government Code § 6518 and issue revenue bonds per § 6546.6;

D. Obtain in its own name all necessary permits and licenses, opinions and rulings;

E. Whenever necessary to facilitate the exercise of its powers, form and administer nonprofit corporations to do any part of what DNSWMA could do, or to perform any proper corporate functions, and enter into agreements with such a corporation;

6.3. Reservation by Charter Members. The City of Crescent City and the County of Del Norte each reserve the joint power to approve amendments to this Agreement.

6.4. Methodology. Pursuant to California Government Code sections 6503 and 6509, and except as otherwise provided in this agreement or the law governing joint powers agencies, DNSWMA shall exercise its powers in the manner in which the City of Crescent City is authorized to exercise its powers, and the DNSWMA shall be subject to the restrictions on the manner of exercise of those powers that would be applicable to the City of Crescent City.

7. Budget Process/Funding:

It is the intent of this Agreement that each Party shall jointly approve the DNSWMA's proposed budget for each fiscal year's operation of DNSWMA, in the following manner, namely:

A. DNSWMA shall once each year, during the months of March and April, prepare a proposed budget for the ensuing year.

B. After preparation of the budget, DNSWMA shall transmit a copy of the proposed budget to each Charter Member. Each Party shall promptly review the proposed budget.

C. In the event any Party has specific comments, objections, additions or deletions to the proposed budget for the forthcoming fiscal year, that Party shall notify DNSWMA of it in writing on or before the 15th day of May of each year. A failure to respond by the 15th day of May shall be treated as a Party's approval of the proposed budget.

D. In the event a Party does not agree with the proposed budget, the Commission shall notify that Party of the time and place of the DNSWMA hearings and it shall be incumbent upon said Party to be present at such hearings so that a resolution of the matter can be reached. The Party's failure to attend such hearing shall be treated as approval of the proposed budget.

E. After submission of the final budget the governing board shall fix a time and place for hearing by the governing board thereon. The notice shall be in conformity with Government Code §§ 6060 and 6061 and shall be mailed to each Charter Member.

F. At the budget hearing the governing board may increase or decrease any item in the budget estimate and may delete any item therefrom or add any new item thereto.

G. Not later than June 30 of each year the Commission shall adopt the final budget. The several items of the adopted budget shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the adopted budget.

In addition to the biannual audits required by Government Code Section 6505, special audits may be called for and paid for by the Commission at any time.

The governing board of the DNSWMA shall require at least annual audits through fiscal year 1997-98. Thereafter, the governing board by unanimous vote of all commissioners may authorize that audits be performed at least bi-annually.

8. Termination:

8.1 Term. This Agreement shall be dated the date of the last execution of by the Charter Members and shall be effective on the date thereof and shall continue until rescinded or terminated.

8.2. Unilateral withdrawal. The Agreement between the Parties shall remain in effect as to any Party, unless and until it is terminated as to such Party by notice in writing to all other Parties given by the withdrawing Party at least one hundred eighty (180) days in advance of the effective date of such termination; provided that such termination by and as to any Party shall not terminate this Agreement (so long as there are Associate Members to DNSWMA) as to the remaining parties or the existence of the DNSWMA, or the Commission, herein created. The jurisdiction of DNSWMA over the territorial area of the withdrawing party shall be extinguished upon the effective date of said withdrawal. The debts, liabilities and assets of DNSWMA shall remain the property and obligation of DNSWMA and the withdrawing Charter Member shall have no interest in, nor obligation relating to, DNSWMA's assets and liabilities. No withdrawal shall be effective until the withdrawing party has paid all contributions to DNSWMA that said withdrawing party has legally and nonrevocably committed.

8.3. Mutual termination. Should both Charter Members agree to dissolution of the DNSWMA as a legal entity, all debts of and advances of DNSWMA shall be paid, and then the property of DNSWMA, whether real or personal, shall be divided among and distributed to all of the Parties who at any time during the existence of DNSWMA were Parties to this Agreement in proportion to the costs borne by each such Party to the DNSWMA during its legal existence by unreimbursed contributions made pursuant to this Agreement.

8.4. Upon withdrawal or dissolution of DNSWMA, those withdrawing Members shall have the option to succeed as franchiser to any existing DNSWMA franchise for that portion of the franchise operative within their respective jurisdictional boundaries for the remaining term of the franchise.

8.5. Whenever possible, DNSWMA shall include in all contracts, franchises, and grants, the performance of which are not reasonably expected to be completed within one year of execution, a provision allowing the assignment, upon dissolution, of DNSWMA'S interest to the City, County or both as appropriate.

8.6. During the 1997-98 fiscal year, DNSWMA shall conduct a Waste Generation, Characterization and Market data collection study in compliance with guidelines approved by the California Integrated Waste Management Board. The study shall also be fashioned so that the data is segregated between the incorporated and unincorporated areas of Del Norte County. DNSWMA shall ensure that its Franchisees, and other data collectors, shall be aware of the jurisdictional boundaries of the Charter Members and that adequate proof of residence is required from the customers of the Franchisee/other data collectors. Upon the completion of this study either Charter Member may elect to have its staff meet with the staff of the other Charter Member to determine if this JPA should be amended to require DNSWMA to conduct further studies to ensure that, in the event of dissolution or abolishment, the Charter Members shall individually have data readily available for the Charter Members' separate reports and plans for the consideration of other government agencies. In the event either Charter Member gives Notice of Withdrawal of its participation in the DNSWMA, each Charter Member may appoint agents to work with the staff of DNSWMA to collect data for operations and reporting following dissolution. DNSWMA shall fully cooperate with the Charter Members' agents. Following dissolution, the Charter Members shall cooperate with the other to allow access to DNSWMA records.

9. Insurance:

The Commission of DNSWMA is authorized to and shall procure general comprehensive liability and other insurance by such means and in such amounts as it deems advisable to protect the DNSWMA and each of the Parties hereto, charging the cost thereof to the operating costs of the DNSWMA.

10. Immunity:

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provision of Article 1 of Chapter

5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.

11. Breach:

In the event that any Party to this Agreement should at any time claim that another Party has in any way breached or is breaching this Agreement, the complaining Party shall file with the governing body of the other Party, and with the Commission, a written claim of said breach, describing the alleged breach and otherwise giving full information respecting the same. The Commission shall thereupon, at a reasonable time and place, specified by it, give all Parties full opportunity to be heard on the matter, and shall, upon conclusion of said hearings, give the legislative or governing bodies of all Parties a full report of its findings and recommendations. The report, findings, and recommendations shall be deemed advisory only, shall not in any way bind any of the Parties hereto, and shall not be deemed to establish any facts, either presumptively or finally. Upon receipt of the report and recommendations, if any Party should be dissatisfied with or disagree with the same, the legislative or governing bodies of the Parties in disagreement shall jointly meet with each other at a reasonable time and place to be determined by them, to resolve their differences. No action for breach of this Agreement, and no action for any legal relief because of any such breach or alleged breach of this Agreement, shall be filed or commenced, and nothing shall be done to any Party to rescind or terminate this Agreement, except as provided in this Agreement, unless and until such Party has first given to the other Parties a reasonable time, after the conclusion of said joint meeting of the legislative or governing bodies that have met to resolve their differences, within which to cure any breach or alleged breach.

12. Severability:

It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, or paragraph of this Agreement shall be declared unconstitutional or invalid for any reason by a valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, and sentences of this Agreement.

13. Notices:

All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States mail, addressed to each Party at the address indicated on this agreement adjacent to the signature line of each Party.

14. Duplicate Originals:

This Agreement can be executed in one or more duplicate originals, each bearing the original signatures of the parties, and when so executed each duplicate original shall be deemed an original of the Agreement admissible in court as evidence of the terms of the Agreement.

15. Consent:

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

16. Regional Agency for Diversion Goals:

16.1. DNSWMA shall be a Regional Agency charged with implementing Part 2 (commencing with section 40900) of Division 30 in the Public Resources Code having to do with integrated waste management diversion goals. The formation of a Regional Agency is for purposes of joint achievement of the diversion goals of the City of Crescent City and County of Del Norte.

16.2. DNSWMA shall be responsible for the payment of any civil penalties imposed against DNSWMA or any Member pursuant to Public Resources Code sections 41813 and 41850.

16.3. In the event DNSWMA is dissolved and any civil penalties imposed pursuant to Public Resources Code sections 41813 and 41850 are then left unpaid, payment shall be as follows:

16.3(a) Any penalties assessed against DNSWMA resulting from a Member's failure to perform acts required under this agreement or the law shall be paid by that Member.

16.3(b) Any penalties assessed against DNSWMA resulting from DNSWMA'S failure to perform shall be paid pro rata by City and County. The City's share of the total liability for such fines shall be equal to the percentage of the County's total population living within the City Limits at the time the fines are imposed, and the County shall be responsible for the remainder of any such civil fines.

16.4. In the event that DNSWMA is abolished or dissolved, each Member shall be responsible for complying with the requirements of Part 2 (commencing with section 40900) of Division 30 of the Public Resources Code and all regulations adopted under that legislation within its respective jurisdictional boundaries in accordance with the programs set forth in the Authority's plans submitted and approved by the CIWMB. Those plans include "The County of

Del Norte and City of Crescent City Source Reduction and Recycling Element," dated October 1992 and as updated from time to time, which SRRE is hereby incorporated by reference.

16.5. DNSWMA shall be responsible for compliance with Article 1 (commencing with section 41780) of Chapter 6 of Part 2 of Division 30 of the Public Resources Code. City and County shall each cooperate with and exercise in good faith to do all things reasonably necessary to allow DNSWMA to ensure compliance by the Authority, City, and County.

16.6. DNSWMA shall implement and operate the source reduction, recycling, and composting programs set forth in "The County of Del Norte and City of Crescent City Source Reduction and Recycling Element," dated October 1992, and as may be updated from time to time, which SRRE is incorporated herein by reference.

16.7. Nothing in this Article shall be construed to expand or limit the Members' existing duties, responsibilities, obligations, or rights relating to the County-owned sanitary landfill located outside the jurisdictional boundaries of the City.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on
the dates written below.

CITY OF CRESCENT CITY

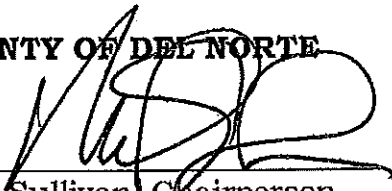
By: _____
Kathryn Murray, Mayor

Date: _____

Attest:

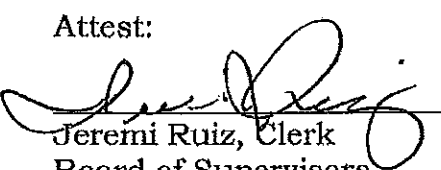
Robin Patch, City Clerk

COUNTY OF DEL NORTE

By: _____
Mike Sullivan, Chairperson
Board of Supervisors

Date: 7-24-12

Attest:

_____
Jeremi Ruiz, Clerk
Board of Supervisors



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

December 11, 2012

TO: Board of Commissioners
FROM: Kevin Hendrick, Director *Kevin*
RE: Review and consider options to pay for code enforcement services

RECOMMENDATION: Continue to employ the County Code Enforcement Officer to enforce the provisions of Authority Ordinance 2008-01, the Solid Waste and Recycling Responsibility Ordinance pursuant to the terms of the MOU with the County.

BACKGROUND: Ordinance 2008-01, "The Solid Waste and Recycling Responsibility Ordinance was adopted on October 8, 2008 to reduce blight caused by waste accumulation on private property and to reduce illegal dumping, by establishing clear responsibilities for generators of waste. Three companion ordinances were also adopted; Ordinance 2008-02, Nuisance Abatement, Ordinance 2008-03, Administrative Citation and Ordinance 2009-01, Enforcement Officer. In order to enforce these ordinances the Authority entered in to a Memorandum of Understanding (attached) with the County of Del Norte to provide code enforcement services commencing on November 1, 2008.

DISCUSSION: Supervisor Hemmingsen asked to have this subject placed on the agenda for discussion, because of the low level of activity for the County Code Enforcement Officer related to enforcement of the Authority Ordinances. The MOU allows for the County to bill the Authority for "case by case requests for assistance and shall be charged on documented hours on each case."

Due to the controversy over the adoption of these ordinances and the potential to amend or repeal all or part of the Authority ordinances, staff has been hesitant to fully enforce all provisions of these ordinances. The result has been a relative lull in requests for assistance from the County Code Enforcement Officer. Although this results in a savings in the Authority budget, it may have an impact on the County budget.

In July 2012, staff recommended that a Board committee be formed to consider possible changes to the Authority ordinances. At the July meeting "Direction was given from Chair Hemmingsen to have the Del Norte Solid Waste Task Force review and have the entire Task Force vote on a recommendation to the Authority Board regarding Ordinance 2008-01 before it is presented for consideration by the Authority Board." Although this subject has been discussed by the Task Force members at several meetings and sub-committee meetings, to date there have been no specific recommendations to the Authority Board regarding possible amendments to the Authority Ordinances.

A Joint Powers Authority of
the City of Crescent City and County of Del Norte
& member, North Coast Recycling Market Development Zone

7.2

The fact is that unless and until the Authority ordinances are changed, they have been duly adopted by the Authority Board and are in full effect until they are modified. If the Board directs staff to continue to enforce these Authority ordinances while amendments are being considered by the Solid Waste Task Force, there should be adequate work to request assistance from the County Code Enforcement Officer. This will result in more billable hours from the County to the Authority.

FISCAL IMPACT: The Authority has \$20,000 budgeted for professional services provided by the County. The majority of this funding is earmarked for code enforcement. Some amount is also paid each year for engineering assistance with the landfill monitoring and services from the County Information Technology Department.

ALTERNATIVES: Supervisor Hemmingsen has suggested that lump sum payments should be made to the County for code enforcement services, regardless of requests for assistance or work performed for the Authority.

If the Authority ordinances are repealed, there will be no further need for code enforcement services from the County.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF DEL NORTE AND THE
DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
REGARDING CODE ENFORCEMENT SERVICES

This memorandum of understanding is entered into by the following parties:

- (a) The County of Del Norte ("County"); and
- (b) The Del Norte Solid Waste Management Authority, a public entity established under a joint powers agreement between the County of Del Norte and the City of Crescent City on September 21, 1992 ("the Authority").

RECITALS

- A. The City of Crescent City and the County of Del Norte executed a Joint Powers Agreement, effective September 21, 1992, for managing solid waste in the county of Del Norte.
- B. The Authority is a government entity separate from its members pursuant to the Joint Powers Agreement and the California JPA Law.
- C. The Joint Powers Agreement specifically authorizes the Authority to make and enter into contracts and to employ agents and employees.
- D. The County has a policy of engaging in the enforcement of its County codes pertaining to the abatement of visual blight, health hazards, and other code violations.
- E. The Authority has need for a code enforcement officer to perform routine to complex inspections, investigations, and enforcement of the Authority's codes, ordinances, and regulations relating to nuisance, visual blight, abatement of abandoned and inoperative vehicles, and proper handling and disposal of waste and recyclable materials.
- F. It would be advantageous to both the County and the Authority for the Authority to contract with the County with respect to code enforcement matters, whereby the County will provide code enforcement services to the Authority. Therefore, the parties enter into the following:

AGREEMENT

INTENDING TO BE LEGALLY BOUND, the parties agree as follows:

1. The Authority shall pay to the County, commencing November 1, 2008, an annualized amount not to exceed \$30,000.00 for assistance provided by the County's Code Enforcement Officer. Invoices presented by County to the Authority shall be based on case-by-case requests for assistance and shall be charged on documented hours on each case. The billing rate shall be based on County staff and hourly rate described in Exhibit A.
2. On the request of the Authority, the County will provide code enforcement services in both incorporated and unincorporated areas of Del Norte County. Under the general direction of the Authority's Director, the County's Code Enforcement Officer, on a case-by-case basis, will perform routine to complex inspections, investigations, and enforcement of the Authority's codes, ordinances, and regulations relating to nuisances, including visual blight, and the abatement of abandoned and inoperative vehicles, public health, illegal dumping, and other code violations that are within the jurisdiction and mission of the Authority.
3. All decisions regarding selection, termination, initial or continued employment, salary, benefits, and working conditions for the County Code Enforcement Officer shall be made by the County and not the Authority. The County shall be solely responsible for all costs associated with the employment of a code Enforcement Officer, including all salary and benefits, equipment, and work space.
4. With prior approval by the County, the County may contribute to the Authority's direct costs of abating cases outside of the incorporated area related to visual blight, public health nuisances, and vehicle abatement. "Direct costs" refers here to costs incurred by the Authority for the physical cleanup of properties, including demolition of structures, and disposal of materials, pollutants or vehicles.
5. All recovery of costs, including all funds for abandoned vehicle abatement and all funds recovered by way of liens placed by the Authority to recover the costs of nuisance abatement, shall be allocated to the recovery of the Authority's direct costs. If the County has made contributions as provided in paragraph 4 above, recovery of direct costs shall be credited proportionally to the Authority and to the County.
6. Authority will respond to all complaints of nuisance or other conditions subject to enforcement under this agreement, whether by investigation, abatement or other method of enforcement, or closure, in Authority's sole discretion.
7. County shall consider and respond to requests for specific activities from Authority, but Authority recognizes that priorities for the activities of the County's Code Enforcement program shall be established by the County.

8. Each party agrees to cooperate and supply any documentation reasonably necessary for the convenience of the other party. Each party agrees to promptly consider any amendments to its ordinances, resolutions or policies that may be required to implement this MOU.

9. Authority will defend and indemnify County against any claims or suits arising from the activities undertaken by County pursuant to this MOU, excepting for those arising from the intentional or actively negligent conduct of County.

10. This MOU may be modified at any time upon agreement of the parties. It may be terminated by either party, without cause, upon ninety (90) days advance notice from one party to the other, or on such shorter notice as may be agreed to by the parties.

BY: Martha McClure Dated: December 10, 2008
Martha McClure, Chair

ATTEST:

Ellen P. Brown
Ellen P. Brown, Clerk

Approved as to form:

Robert N. Black
Robert N. Black, Legal Counsel

BOARD OF SUPERVISORS
COUNTY OF DEL Norte

BY: David Finigan
David Finigan, Chair

Dated: Nov. 25, 2008

ATTEST:

Jeremi Ruiz
Jeremi Ruiz, Clerk

Dated: Nov. 25, 2008

Approved as to form:

Dohn Henion
Dohn Henion, County Counsel

EXHIBIT 'A'

The hourly billing rates for County staff providing services pursuant to this agreement shall be as follows:

Code Enforcement Officer	\$ 34.21
Deputy Director of Community Development	\$ 61.79
Administrative Assistant	\$ 45.08
Account Clerk	\$ 26.14



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

Staff Report

Date: 05 December 2012

To: Commissioners of the Del Norte Abandoned Vehicle Abatement Service Authority (AVA)

From: Tedd Ward, DNSWMA Program Manager *Tedd*

Subject: AVA Towing Request for Proposals and Contract

Summary / Recommendation: That the Board review the attached Request for Proposals (RFP) and revised AVA Towing Agreement and provide staff with suggested revisions (if any) then direct staff to:

1. Release the attached Request for Proposals (RFP), including a draft AVA Towing Agreement, and
2. At the AVA Board meeting for January 2013, present proposals received and recommend one proposal be accepted as the new AVA Towing Contractor, subject to approval by the AVA Board.

Background: The current agreement between the Del Norte Abandoned Vehicle Abatement Authority (AVA) and American Towing began on January 1, 2010 and renewed annually until it was terminated at the start of this month. In May 2012, Authority staff were directed "...to negotiate an extension of the current agreement with American Towing for an additional five years such that the total term of the towing agreement be seven years, and to return to the Board at a subsequent meeting with negotiated contract language so this change may be ratified." This contract was not extended prior to American Towing notification that they were terminating the agreement.

On 04 December 2012, Authority staff received notice from the County Code Enforcement Officer that American Towing was 'officially out of business' as of 01 December 2012.

Analysis: Over the past three months, the County Code Enforcement Officer

30 November 2012

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A Joint Powers Authority of

the City of Crescent City and County of Del Norte
& member, North Coast Recycling Market Development Zone

8.1

and Authority staff have been aware of efforts by American Towing to sell their business and/or their tow trucks. If they sold their tow trucks, then the AVA would require a new towing contractor. If they sold their business, the AVA could choose to extend the current agreement to the new contractor, or initiate a Request for Proposals (RFP) process to select a new contractor. For these reasons, staff began work on this RFP and draft agreement in November 2012.

While American Towing continued to perform services under the current AVA Towing agreement through November 2012, either party could terminate the current agreement just 30 days after giving notice. American Towing gave notice to Dave Mason, the County Code Enforcement Officer, who informed Authority staff on 04 December 2012. Authority staff confirmed that American Towing had ceased operations on 01 December 2012. As this is less than the 30 days notice required under the agreement, in the new draft AVA towing agreement Authority staff proposed have increased penalties for early termination without adequate notice.

Alternatives: The Board could suggest specific replacement language for either the RFP or the draft AVA towing agreement, and could also alternatively direct staff to:

1. Direct staff to negotiate an interim AVA towing agreement with a specified towing company to provide AVA towing services until the RFP process is completed and a new AVA towing contractor has been selected.

Fiscal Impact: The services provided under the AVA Towing agreement are the majority of services paid for by the AVA. Cost controls on these services are driven by the selection of a towing contractor based on comparison with competitive proposals from other potential contractors. The annual value of the AVA Towing contract in FY 2011/2012 was over \$18,500. These amounts are paid by the County and are not included in the annual Del Norte Solid Waste Management Authority budget.

**REQUEST FOR PROPOSALS FOR
TOWING, STORAGE, RECOVERY AND
DISPOSAL OF ABANDONED VEHICLES**

**FROM THE DEL NORTE ABANDONED
VEHICLE ABATEMENT AUTHORITY**

DEL NORTE COUNTY, CALIFORNIA

(707) 465-1100

(707) 465-1300 FAX

E-MAIL: KEVIN@RECYCLEDDELNORTE.CA.GOV

**1700 STATE STREET
CRESCENT CITY, CA 95531**

PROPOSALS DUE:

10 JANUARY 2013

4:30 P.M.

**REQUEST FOR PROPOSALS FOR
TOWING, STORAGE, RECOVERY AND
DISPOSAL OF ABANDONED VEHICLES**

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REQUEST FOR PROPOSALS FOR TOWING, STORAGE, RECOVERY AND DISPOSAL OF ABANDONED VEHICLES

I. PROJECT OVERVIEW

This is a Request for Proposals (RFP) to provide towing, storage, recovery and disposal of abandoned vehicles in Del Norte County. The details of the services to be provided is attached as Exhibit 1.

The Board of the Del Norte Abandoned Vehicle Abatement (AVA) Authority is the same as the Board for the Del Norte Solid Waste Management Authority (DNSWMA), and DNSWMA staff are administering this RFP process on behalf of the AVA. Proposals to provide these services must be received at the Del Norte Solid Waste Management Authority office at 1700 State Street, Crescent City, CA 95531, Attention: Director, by 4:30 P.M. on 10 January 2013.

II. PROPOSAL PROCESS

A. Contact Person

All requests for information regarding this RFP and for information about the Authority's current solid waste operations should be directed to:

Kevin Hendrick, Director
Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531
Telephone: (707) 465-1100
Fax: (707) 465-1300
e-mail: Kevin@recycledelnorte.ca.gov
website: www.recycledelnorte.ca.gov

The RFP is considered to include all items listed in the Table of Contents, the text of the RFP, the Exhibits, and any addenda sent by the Authority.

Proposer is advised to check that all parts of the RFP package have been received. Proposers shall be responsible for informing themselves with respect to all conditions that might in any way affect the cost or the performance of any of the work. Each Proposer is responsible for obtaining any and all information it deems necessary to make its proposal. The Authority does not assume any liability for actions taken pursuant to data contained in this RFP. Checking the accuracy and completeness of the information is the responsibility of the Proposer. Failure to do so shall be at the sole risk of the Proposer and no relief shall be given for errors or omissions by the Proposer.

B. Distribution List for RFP

The initial RFP mailing list is attached as Exhibit C.

C. Evaluation Process

Each proposal shall be evaluated by the Authority, for completeness and for compliance with the requirements of this RFP. All determinations with regard to the evaluation of proposals will be at the sole discretion of the Authority. The agreement may be awarded to the lowest responsible and responsive proposal complying with the provisions of the Request for Proposal. In determining whether a proposal is lowest and responsive, and the proposer responsible, the following may be considered by the AVA: a) Ability to perform the service required within the specified time period; b) Reputation, judgment and experience; c) The quality of performance in previous agreements; d) Previous compliance with laws, permits, licenses and employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the contractual services and equipment to adaptability of the contractual services and equipment to the particular use required; g) Ability to provide service; h) Whether the proposer is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the proposer's taxes or assessments are delinquent.

The AVA reserves the right to reject any and all proposals and to waive any informality in the proposals received. The selected Contractor will be expected to sign a copy of the draft agreement attached as Exhibit 1.

III. PROPOSAL REQUIREMENTS

The Authority invites proposals from companies qualified to provide the requested services described in the previous section and the attached Exhibit 1. The contents and pricing structure of the selected Proposal, this Request for Proposals, and opinions from relevant legal counsels will form the initial basis for negotiating an Agreement for the selected Contractor. The contents of each proposal should address each of the topics from the headings within this Section of the RFP.

1. **TIME:** Submittals shall be received at the offices of the Del Norte Solid Waste Management Authority, 1700 State Street, Crescent City, California 95531 by 4:30 p.m., 10 January 2013. The Authority will not be responsible for a proposal delivered to a person/location other than specified. Proposals must be in ink or typewritten and all changes and/or erasures must be initialed and dated in ink. No facsimile, telegraphic or telephone proposal will be accepted. **LATE PROPOSALS OR UNSIGNED PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
2. **COPIES:** Three copies of the proposal shall be submitted. A transmittal letter containing the original (not photocopied) signature of the proposer shall accompany the required number of copies. The Authority requests that all proposals be submitted printed on recycled paper and copied on two sides.
3. **PERMITS:** Copies of all required permits and licenses shall be included and

made part of the proposal.

4. **FACILITY DESCRIPTION:** Address, Assessor's Parcel Number, County, and narrative description of Proposers capabilities and capacities, including the number of tow vehicles, storage location, etc.
5. **PRICE PROPOSAL:** The Abatement price per vehicle column of Exhibit B must be completed for all Towing Charges by Zone as well as Additional Charges and submitted, which will be the basis for invoices submitted for the duration of this project. Proposers should also closely examine Exhibit B to see how each price proposal will be considered during the evaluation of each proposal.

IV. EXHIBITS AND FORMS

Exhibit 1: Draft Agreement for Removal of Abandoned Vehicles
Exhibit A: Del Norte Abandoned Vehicle Authority Towing Zones
Exhibit B: Fees for Services Rendered & Map of Del Norte AVA Towing Zones
Exhibit C: Initial Mailing List for this RFP

**EXHIBIT 1: DRAFT AGREEMENT FOR REMOVAL OF
ABANDONED VEHICLES**

REMOVAL OF ABANDONED VEHICLES

DEL NORTE COUNTY ABANDONED VEHICLE SERVICE AUTHORITY

THIS AGREEMENT is effective January 22, 2013 by and between the Del Norte County Abandoned Vehicle Abatement Service Authority (hereinafter referred to as "AVA"), a joint powers authority created by the City of Crescent City and the County of Del Norte, California pursuant to section 22710 of the California Vehicle Code, and [REDACTED] (hereinafter referred to as "Contractor"), in accordance with all regulations and guidelines for the abatement of abandoned vehicles as established by the California Highway Patrol (hereinafter "CHP"), and as may be revised from time to time.

RECITALS

WHEREAS, pursuant to California Vehicle Code § 22660, as adopted by Chapters 7.28 and 7.29 of the Del Norte County Code, and § 8.28.070 of the Crescent City Municipal Code, et seq., the County of Del Norte and the City of Crescent City desired to enact a program of abatement, as public nuisances, of all Abandoned, and/or Inoperative Vehicles, or parts thereof, which are left on public or private property in violation of the above referenced code sections; and,

WHEREAS, in 1996 the participating members formed the AVA under the authority of the provisions of the California Vehicle Code § 22710 for the abatement of all Abandoned Vehicles situated within the incorporated and unincorporated areas of Del Norte County California; and,

WHEREAS, the AVA receives a portion of fees paid to the State for vehicle registration to reimburse the costs incurred by the AVA in performing its duties; and,

WHEREAS, pursuant to Sections 22669 (b) and 22710 of the California Vehicle Code the AVA has determined that it is in the furtherance of the public interest to secure the performance of an independent contractor to be charged with the duty to tow, store, recover and dispose of abandoned, wrecked, dismantled, and inoperative motor vehicles on public and private property; and,

WHEREAS, Contractor warrants that it is qualified and agrees to render the aforesaid services in the incorporated and the unincorporated areas of Del Norte County.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES: Contractor agrees to perform all of the following services:

A. REQUESTS FOR SERVICE

- (1) Contractor shall provide all services required to effectuate the removal and disposal of abandoned vehicles and parts thereof in accordance with Chapters 7.28 / 7.29 of the Del Norte County Code, Chapter 8.08 or 8.12 of the Crescent City Municipal Code and Division 11 and Chapter 10 of the California Vehicle Code. AVA's request for service may be relied upon by Contractor that the participating member has complied with all procedures required under applicable state and local regulations.
- (2) All requests for service will be generated by an authorized representative of AVA in writing or by telephone. Written request(s) submitted by the AVA to the Contractor must be on a CHP form #180 (or other form approved by the CHP). The request may be submitted to the contractor in person, by US mail, or by Facsimile (FAX). When service is requested by telephone, an authorized representative of AVA shall wait at the service location until Contractor arrives and shall provide Contractor with a written request as described above upon Contractor's arrival. Contractor may NOT perform services until AVA has provided written request/authorization as described above. Service requested by someone other than an authorized representative of AVA is not a valid charge to the AVA.
- (3) Whenever possible, Contractor shall respond to telephonic requests for service within 30 minutes. Whenever such response is not possible, Contractor shall notify the requesting AVA representative of the delay and provide an estimated response time. The AVA representative may elect to either wait at the vehicle location or submit the request for service in writing.
- (4) Within 72 hours of receipt of a written request for service, Contractor shall remove, or cause to be removed, such vehicles or parts thereof which are reported to the Contractor as being in violation of the Del Norte County Code Chapters 7.28 or 7.29 and/or Chapter 8.08 or 8.12 of the Crescent city Municipal Code, as described in paragraph 1 herein. Contractor shall remove, store and dispose of the vehicle(s) or parts thereof in a lawful manner. Contractor shall transmit a notification whether or not such vehicle(s) or parts thereof have been abated to the applicable participating member from whose jurisdiction the tow originated within 24 hours of towing/abating said Vehicle(s).

B. CONTRACTOR'S RESPONSE TO REQUEST FOR SERVICE

- (1) All vehicles or parts thereof, removed by Contractor at the request of AVA, as a public nuisance, must be scrapped or demolished at a place and in the manner required by all applicable laws and regulations and must not be reconstructed or made operable except as provided by California Vehicle Code §§ 5004 and/or 22661 (f).

- (2) Contractor shall equip and maintain tow trucks utilized by Contractor to perform services under this agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations and industry standards and practices. Contractor shall tow all vehicles with tow trucks of sufficient weight and equipment to properly and safely tow the wide variety of Vehicles that may be towed under this agreement. Contractor shall have a sufficient vehicle force to effect the removal of Abandoned, wrecked, dismantled or inoperative vehicles. Contractor shall allow inspection of its tow trucks, upon reasonable notice, by the AVA or the City or County or CHP.
- (3) Contractor must not use force, violence, threats of force or violence to enter upon private property to remove the vehicles or parts thereof if entry to the property is refused by such person having possession thereof. If entry is refused by such person, Contractor shall immediately notify the AVA and the participating member's Code Enforcement/Abatement Officer of such refusal.

C. VEHICLE FRACTIONS AND VEHICLE-RELATED DEBRIS

- (1) Contractor shall remove and properly dispose of all vehicle parts as directed by the AVA and provide such other assistance as directed. There will be no additional charge for this assistance.
- (2) In the event a Vehicle contains trash, rubbish, garbage, or other solid or liquid waste, the Contractor shall notify the applicable participating member's Code Enforcement/Abatement Officer who shall arrange for its disposal. Contractor may assess a flat-rate "Additional Unloading Charge" for delivering and unloading AVA-related materials for disposal.
- (3) Contractor shall prevent the spillage or leakage of automotive fluids or other hazardous wastes while performing services pursuant to this Agreement.
- (4) In accordance with California Vehicle Code Sections 2450-2454, inclusive, whenever hazardous wastes have been spilled or deposited upon any Highway within the incorporated or unincorporated areas of Del Norte County, the person discovering such hazardous waste shall immediately notify the CHP and take such actions as the CHP may direct.

D. STORAGE

- (1) Regulations governing the removal and disposal of Abandoned Vehicles require that some be stored by Contractor. Vehicles stored by Contractor will be stored at the Contractor's facility. Contractor's employees, agents and subcontractors must be properly trained to conduct business transactions related to towing, storage and release of Vehicles and other property.

- (2) Contractor shall provide adequate storage for Vehicles removed under the terms of this Agreement. Facilities are subject to inspection upon reasonable notice by the AVA, City, County, or CHP. No such stored Vehicle or parts thereof may be stored upon the public right-of-way, or upon City/County/State property unless authorized by the proper entity, or upon a property which does not have appropriate County permits for storing and/or processing scrap vehicles.
- (3) Contractor shall provide adequate security for Vehicles, parts and property at its approved facility. At a minimum, the area must be fenced and Contractor is responsible for reasonable care, custody and control of all Vehicles, parts and other property in Contractor's possession.
- (4) Vehicles that are not immediately removed to a licensed dismantler or scrap metal recycling facility may only be stored in a storage area that meets the requirements established by AVA and State and local ordinances.
- (5) Contractor shall prevent the spillage or leakage of automotive fluids or other hazardous wastes while performing services pursuant to this Agreement.
- (6) All Vehicles removed by Contractor at the request of the AVA and not handled as a nuisance (per Section 22660 of the California Vehicle Code) must be held as prescribed in the California Vehicle Code. AVA will not be responsible for the payment of storage fees.
- (7) Vehicles that have been towed by the Contractor from public roads or lands and stored by the Contractor may be released. Vehicles released by the Contractor may be charged a reasonable storage fee, unless the vehicle was reported stolen prior to the request for service. In the event of a dispute, the storage fee will be determined by the applicable Code Enforcement/Abatement officer. Storage fees may not exceed fees for seven days of storage in accordance with the California Vehicle Code. These requirements are not be construed as requiring a charge when the Contractor would not normally charge for such service. Vehicles may be released only upon presentation of satisfactory proof of ownership.
- (8) Vehicles may not be released by the Contractor, without a written release from the AVA stating that the either the towing fees and cost have been paid, or the Vehicle was determined at a hearing to have been towed in error. A CHP Form 180 clearly stating that the vehicle may be released to the Registered Owner or the Registered Owner's designated Agent, upon payment of towing and storage fees to the Contractor will be considered written authorization to release the Vehicle. Whenever a Vehicle is released upon payment directly to the Contractor, there will be no charge from the contractor to the AVA for any services rendered in association with such Vehicle released.
- (9) Vehicles towed by Contractor and stored at an AVA facility may be released by the AVA in accordance with policies and procedures developed by the AVA. Contractor does not have authority to release Vehicles stored at an AVA facility.

Contractor must refer any request for release of a Vehicle stored at an AVA facility to the AVA in accordance with AVA policies.

E. VEHICLE DISPOSAL

- (1) Contractor has the sole responsibility to process any Vehicle or parts thereof, stored at Contractor's facility. All such Vehicles or parts must be properly disposed of at a licensed auto dismantler or scrap iron recycler in accordance with the California Vehicle Code and this Agreement. Contractor may not impose any additional fees or charges for disposing of a Vehicle or parts thereof at a local disposal facility.
- (2) Vehicles stored at the AVA facility are the responsibility of the AVA, and the AVA shall make arrangements as necessary for their proper disposal.
- (3) Vehicles that cannot be disposed of locally must be taken to the nearest alternate available facility for proper disposal. Fees for towing such Vehicles to alternate disposal sites will be as described elsewhere in this Agreement.
- (4) For Vehicles valued as less than \$300.00, the AVA shall issue a "NOTICE OF VEHICLE TO BE DISMANTLED OR JUNKED" (REG. 462), commonly known as a "junk slip", to facilitate their disposal. Vehicles valued at more than \$300.00, may be sold for scrap or parts, except as provided by California Vehicle Code §§ 5004 and/or 22661 (f), by Contractor at a lien sale to recover the costs of abatement. Whenever a Vehicle valued at more than \$300.00 is sold at a lien sale, there will be no charge to the AVA from the Contractor, unless Contractor submits proof that the monies received from the sale were insufficient to cover the normal costs of abatement.

1. DOCUMENTATION AND PERMITS

- (1) Contractor shall maintain records of tow services furnished, including a description of the Vehicle(s), date and nature of service(s), amount billed and amount collected. Contractor shall make these records available for inspection by representatives of AVA at anytime during normal business hours.
- (2) AVA does not require Contractor to comply with the reporting requirements of Section 11520 of the California Vehicle Code; and any fees and penalties which would otherwise be due the Department of Motor Vehicles are hereby waived, provided that a copy of the decision and order authorizing disposition of the vehicle or CE Form 60, Report of Vehicle Abatement, and CHP Form 180, is retained in the Contractor's business record for a period of not less than three (3) years.
- (3) Excepting the vehicles stored at an AVA facility, Contractor shall provide for a storage area and a dismantling facility permitted and operating in conformance with all Federal, State and local laws. The storage and dismantling facility must be a

California licensed dismantler or scrap metal recycling facility and must be approved by the Del Norte County Community Development Department. Vehicles that cannot be handled by a local facility shall be taken to the nearest alternative lawful disposal facility. The payment of any State or Federal fees and the procurement of licenses or permits required to transport a Vehicle outside of the State of California for disposal are the responsibility of the Contractor transporting such Vehicle.

2. AVA FURNISHED SERVICES:

A AVA shall provide access to and make provisions for Contractor to enter upon public and private lands as required to perform their work.

B AVA shall make available all pertinent data and records to Contractor for review.

3. FEES:

A. The fees payable to Contractor for furnishing services under this Agreement will be based upon the zone that the vehicle or parts were initially acquired in accordance with the fees and service charges set forth in Exhibit B.

B. The map delineating the designated zones is attached hereto as Exhibit "A" and incorporated herein by this reference. The "Special Equipment" fee is a surcharge in addition to the "Zone" fee and will only apply when the Vehicle or parts thereof cannot be towed with a Class A, B, or C tow truck, and must be placed on a "Landhaul" type flat bed trailer and/or towed with a "Class D" tow truck. The application of any additional charges must be pre-approved by the Code Enforcement/Abatement Officer.

C. Contractor does not pay and is not reimbursed for disposal charges associated with the services described herein. Disposal charges at the Del Norte County Transfer Station are paid by the AVA. Disposal fees at alternative disposal sites, such as Curry Transfer in Oregon, or other such sites approved by the AVA, are to be billed directly to the AVA.

D. There will be no additional charges, other than the "Special Equipment" fee, to AVA, City or County for mileage, labor, storage or any other costs or expenses of Contractor. Fees shall be from portal to end of final disposal. In the event that a Vehicle, or parts thereof, is stored by Contractor and disposed of to an auto wrecker, Contractor will be entitled to the salvage value of the scrapped or demolished Vehicle(s) or parts thereof in order to offset the costs to the AVA. If the salvage or sale value of the Vehicles or parts is insufficient to cover the costs of towing/storage/disposal, Contractor will be reimbursed for the actual costs of disposal, less the salvage or sale value. In no event will Contractor be entitled to payment in excess of the contract fee schedule and reimbursement of the actual costs of disposal.

- E. If a Vehicle is claimed, the costs for towing and storage are to be charged to the Owner and not to the AVA. The fees payable for towing and dismantling services pursuant to this Agreement are to be made available to the Owner of a Vehicle or the owner of the land on which the vehicle is located, when the Vehicle has been issued a "Vehicle Abatement Notice" by the AVA.

4. PAYMENT:

The fees for services under this Contract are due each month within sixty (60) calendar days after receipt by AVA of an invoice covering the service(s) rendered to date. Invoices must be accompanied by proof of delivery to a licensed dismantler or scrap metal recycling facility, or alternative disposal site pre-approved by the AVA.

5. INSURANCE:

- A. Contractor shall maintain the following minimum levels of insurance from an insurance carrier licensed and authorized to do business in California.

- (1) Minimum level of financial responsibility (as required by Section 34631.5 of the California Vehicle Code) – Bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000.00). These minimum standards must include non-owned and hired auto coverage.
 - (2) Uninsured Motorist—Legal minimum, combined single limit.
 - (3) On-Hook Coverage—Insuring the vehicle in tow with limits based on the size of the tow truck.

(a)	Class A tow truck.....	\$25,000.00
(b)	Class B tow truck.....	\$50,000.00
(c)	Class C tow truck.....	\$100,000.00
(d)	Class D tow truck.....	\$100,000.00
 - (4) Garage liability—Includes premises and operation. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.00
 - (5) Garage Keepers Liability—Must be the same minimum as on-hook coverage for vehicles in the care, custody and control of Contractor in the storage facility.
 - (6) Worker's Compensation Insurance—Legal minimum requirement. This carrier must waive the right of subrogation against AVA, City, and County.
- B. Removing a Vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location shall be deemed transporting property subject to normal minimum insurance requirements of Section 34631.5 of the California Vehicle Code.

- C. Said policies of insurance must remain in force through the life of this Agreement and shall be payable on a "per occurrence" basis unless AVA specifically consents to a "claims made" basis. The City of Crescent City, Del Norte County and AVA must be named as additional insureds on all policies. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to AVA prior to commencement of work. The certificate shall include an endorsement providing thirty (30) days advance notice to AVA of any termination or reduction in coverage. Policy cancellation or expiration shall immediately nullify Contractor's rights under this Agreement; Contractor's obligation to indemnify, defend and hold harmless the AVA, City and County harmless, however, will survive.

7. DEFINITIONS. The following definitions apply to this Agreement:

- a) "Abandoned Vehicle" means a Vehicle that has been cited and the ten-day period after service of the notice of intention to abate and remove the vehicle per Vehicle Code Section 22661 (d) has expired.
 - b) "Highway" means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes Street.
 - c) "Inoperative Vehicle" means any motor vehicle which is lacking an engine, transmission, wheels, tires, doors, windshield, or any other part or equipment for the safe operation of the Vehicle upon the highway and which has been declared a hazard to public health, safety and welfare by a peace officer or designated employee of Crescent City, Del Norte County, or the AVA.
 - d) "Owner" as used herein means the person shown to be the last known registered owner, or lien holder, according to Department of Motor Vehicle (DMV) records. When ownership cannot be ascertained from DMV records, owner means the owner of land upon which the Vehicle was abandoned.
 - e) "Vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a highway except a device moved by human power or used exclusively upon stationary tracks or rails.
8. PREVAILING WAGE AND APPRENTICES: Contractor acknowledges awareness of the provisions of the Labor Code, in particular Labor Code Section 1770 to 1780, inclusive, and Title 8 of the California Code of Regulations, Section 200 et seq.; and shall comply with such provisions before commencing services required by this contract to be performed by employees subject to these provisions. A copy of the relevant prevailing wage must be submitted to the Code Enforcement/ Abatement Officer.
9. NON DISCRIMINATORY EMPLOYMENT: In connection with the services rendered in this Agreement, the Contractor must not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation,

ancestry, marital status, or disability. This policy does not require the employment of an unqualified person.

10. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the AVA during their tenure or for one (1) year thereafter may have any interest, direct or indirect, in this Contract or the proceeds thereof.
11. SUBCONTRACTING: The contractor may not subcontract any portion of the work required by this contract without the prior written approval of the AVA.
12. ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the AVA.
13. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis complete books and records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, lien sale actions, and Federal Communication Licensing. These Documents and Records must be retained for at least five (5) years after the expiration of this Agreement. Contractor will permit AVA to audit all books, accounts, or records in relation to this contract. Any audit may be conducted on Contractor's premises, or at AVA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from AVA. Failure of Contractor to comply with the inspection requirements is cause for termination. Contractor must refund any monies erroneously charged.
14. TERM OF AGREEMENT: Unless notice of termination is given as provided herein, this Agreement will commence on January 22, 2013 and will continue until terminating on December 31, 2017.
15. TITLE: It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, will be the property of the AVA. The Contractor may retain copies of drawings and other documents. In the event of termination of this Agreement, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to AVA without exception or reservation.
16. TERMINATION:
 - a) If the Contractor fails to provide the services required under this Agreement, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to Contractor's performance under this Agreement, the AVA may terminate this Agreement by giving fifteen (15) calendar days written notice to Contractor.
 - b) The Contractor will be excused for failure to perform services under this Agreement if said services are impossible or impracticable to perform as a result of acts of God, strikes, labor disputes or other forces over which the contractor has no control.

- c) Either party may terminate this Agreement for any reason by giving sixty (60) calendar days written notice to the other party. Notice of termination must be by written notice to the other party and be sent by registered mail. Failure to give such sixty (60) days notice will result in a penalty of \$750 from the party who fails to give adequate notice. If Contractor is the party that fails to give adequate notice, the penalty may be deducted from any amounts owed Contractor.

18. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performance of the services herein, Contractor, its agents and employees are acting in an independent capacity and as an independent contractor and not as officers, employees or agents of the City, County, Del Norte Solid Waste Management Authority or AVA.

19. AMENDMENT: This Agreement may be amended or modified only by a written agreement executed by all parties.

20. ASSIGNMENT OF PERSONNEL: The Contractor shall assign only qualified personnel to perform services under this Agreement.

21. JURISDICTION AND VENUE: This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Del Norte County, California.

22. INDEMNIFICATION: Contractor shall be responsible for any loss or damage arising from the towing, storage, security of and damage to Vehicles, property and bodily injury arising from Contractor's obligations or performance under this Agreement and Contractor shall indemnify, defend and hold harmless the AVA, City of Crescent City, and Del Norte County therefrom and shall reimburse the AVA, City and County for any order, demand, determination, levy, assessment, judgment, settlement or other monetary obligation arising from any action or inaction by Contractor in performing the duties under this Agreement excepting any willful misconduct or negligence solely arising from the actions or inaction of AVA, City, or County.

23. COMPLIANCE WITH APPLICABLE LAWS: Contractor, its employees, subcontractors, agents and assigns shall, at all times, comply with federal, state and local laws and ordinances.

24. NOTICES:

Notices to AVA:

Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531

Notices to the Crescent City Code Enforcement Official:

City of Crescent City
Attn: Code Enforcement
377 "J" Street
Crescent City, CA 95531

Notices to the Del Norte County Vehicle Abatement Officer:

County of Del Norte
Attn: Code Enforcement
Community Development Department
981 "H" Street, Suite 110
Crescent City, CA 95531

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective January 22, 2013.

Del Norte County Abandoned Vehicle
Abatement Service Authority

By: _____

ATTEST:

AVA CLERK

APPROVED AS TO FORM:

AVA General Counsel

By: _____

EXHIBIT A : Del Norte Abandoned Vehicle Authority Towing Zones

Del Norte Abandoned Vehicle Abatement Authority Towing Zones

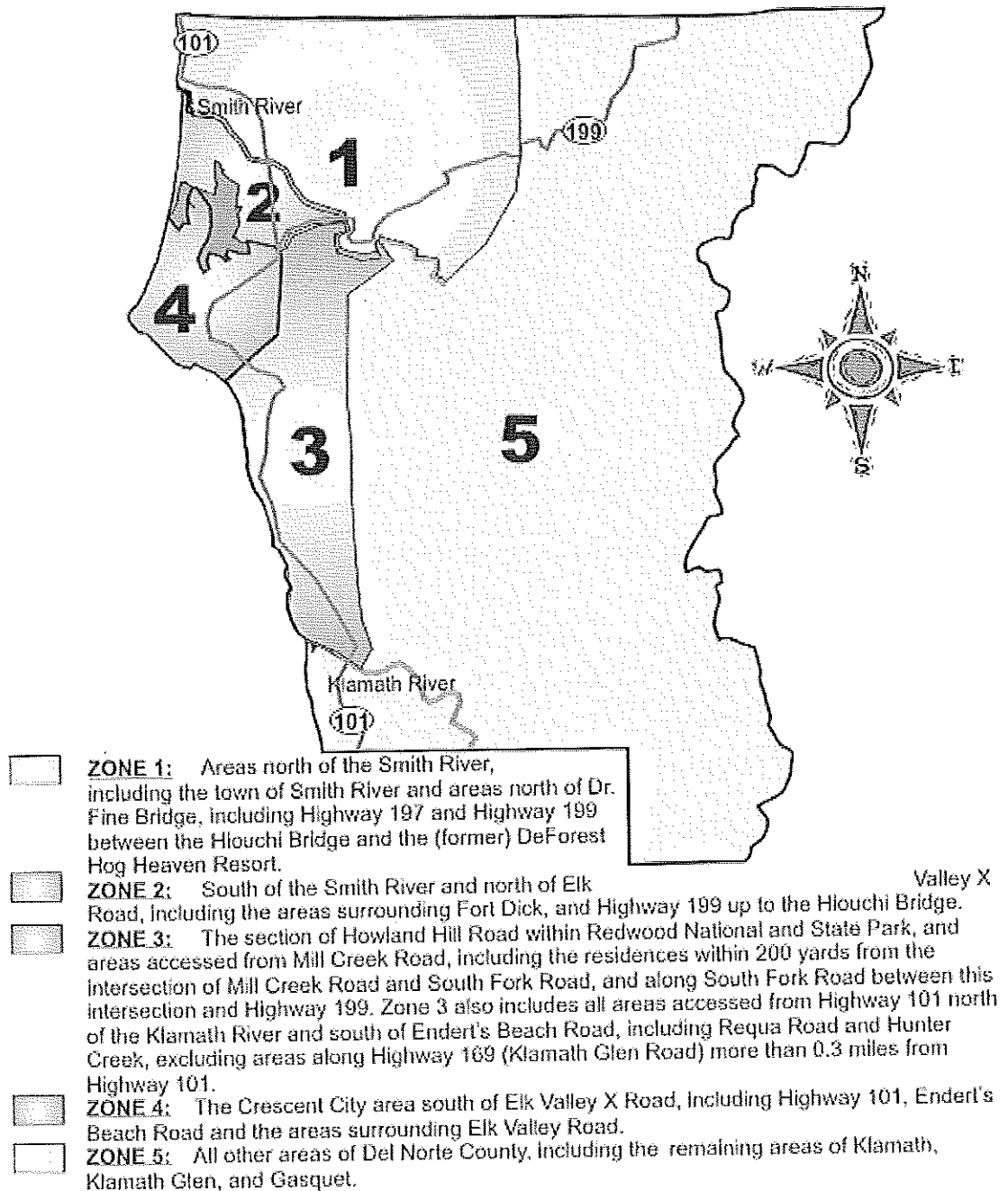


EXHIBIT B: Fees for Services

Contractor: _____

Zone	Cars, pickups, motorcycles, vans, mini-motor homes, hitch-mount trailers \$ per regular vehicle	5th Wheel Trailers, Motorhomes, Buses, Or Large trucks \$ per large vehicle
Zone 1		
Zone 2		
Zone 3		
Zone 4		
Zone 5		

Additional Charges Requiring Pre-Approval by Code Enforcement / Abatement Officer:

1. Winching (after first half-hour): \$_____ per hour
2. Extra Man: \$_____ per hour
3. Sublet Costs for Special Equipment or Services %_____ over documented expenses
4. Secondary Tow to Curry Transfer in Brookings (Carpenterville Road):
\$_____ per tow
5. Secondary Tow for non-motorized trailers and related materials to Del Norte County Transfer Station \$_____ per tow
5. Flat-rate Additional Unloading Charge for transportation and unloading of AVA-related trash \$_____ per vehicle. Assessment of this flat rate must be pre-approved by the AVA Code Enforcement Officer and does not include disposal charges, which will be paid by the AVA directly.
6. Note that Code Enforcement Officer may specifically request use of and pre-approve payment for use of a "Landhaul" type flat bed trailer and/or towing with a "Class D" tow truck.

EXHIBIT A : Del Norte Abandoned Vehicle Abatement Authority Towing Zones

**Del Norte Abandoned Vehicle Abatement
Authority Towing Zones**

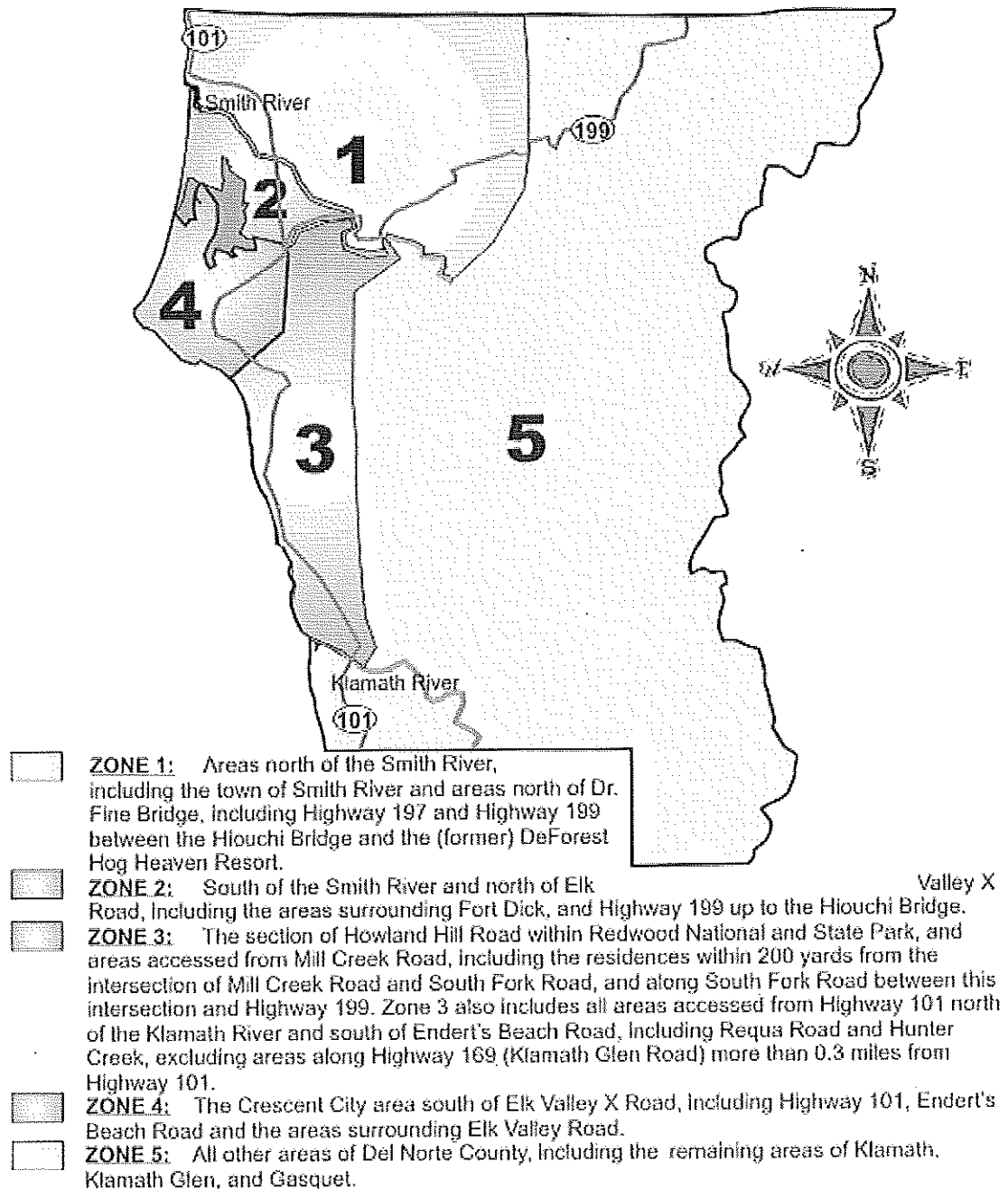


EXHIBIT B: Fees for Services

Contractor: _____

Zone	Cars, pickups, motorcycles, vans, mini-motor homes, hitch-mount trailers	5th Wheel Trailers, Motorhomes, Buses, Or Large trucks
	\$ per regular vehicle	\$ per large vehicle
Zone 1		
Zone 2		
Zone 3		
Zone 4		
Zone 5		

Additional Charges Requiring Pre-Approval by Code Enforcement / Abatement Officer:

1. Winching (after first half-hour): \$_____ per hour
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5. Flat-rate Additional Unloading Charge for transportation and unloading of AVA-related trash \$_____ per vehicle. Assessment of this flat rate must be pre-approved by the AVA Code Enforcement Officer and does not include disposal charges, which will be paid by the AVA directly.
6. Note that Code Enforcement Officer may specifically request use of and pre-approve payment for use of a "Landhaul" type flat bed trailer and/or towing with a "Class D" tow truck.

EXHIBIT C: INITIAL MAILING LIST FOR THIS REQUEST FOR PROPOSALS

AAA Towing/ Northcrest Auto Center
1165 McNamara Rd, Crescent City, CA
(707) 464-5626

Affordable Tow & Auto Care
1044 Hwy 101 N, Crescent City, CA
(707)464-6464

Bondo Bob & Son
1191 Burtshell St, Crescent City, CA
(707) 464-3496

Budget Towing
1125 Northcrest Dr. Crescent City, CA
(707)464-5903

California Auto Image
215 E Washington Blvd, Crescent City, CA
(707) 464-3354

Robertson's Towing Service
1377 2nd St, Crescent City, CA
(707) 464-2422